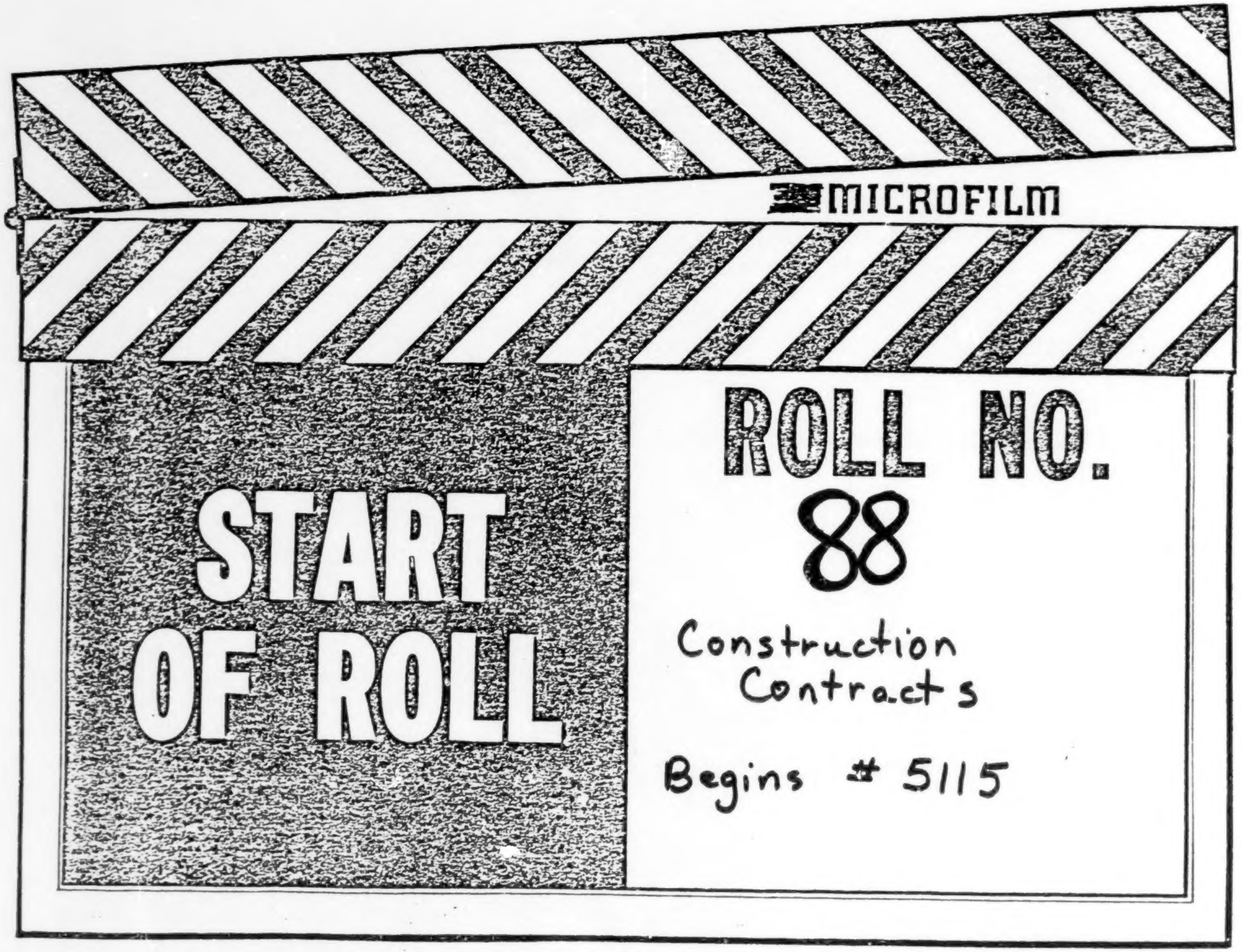

START OF ROLL

ROLL NO.
88

Construction
Contracts

Begins # 5115

I-324(19)   Salem By-pass Sec. of   1958
the Pacific Hwy.

#5115

RECEIVED
MAY 10 1960
FOR FILING

I-324(19)

5115

A

May 9, 1960

American Casualty Co.,
Washington St. at Madison
Reading, Pa.

Gentlemen:

State Highway contract #5115 for paving the Salem By-pass on Pacific Highway in Marion County was completed by the contractor, Roy L. Houck & Sons and Roy L. Houck Sons' Corp., on February 29, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $17,152.74 will be released to the contractor after acceptance by the Commission. The total contract amount is $649,136.40, of which amount $12,709.80 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Casualty Co.,
Huggins Insurance Agency
373 North Church St.,
Salem, Oregon

A

RECEIVED
APR - 1 1960
FOR FILING
I-324(19)
5115

March 31, 1960

American Casualty Co.,
Washington St. at Madison
Reading, Pa.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roy L. Houck & Sons and Roy L. Houck Sons' Corporation on contract #5115 for paving the Salem By-pass Section of Pacific Highway in Marion County.

This payment, in the amount of $23,967.04, will be released to contractor on or after April 11, 1960. The retained percentage is $19,152.80.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Casualty Co.,
Huggins Ins. Agency
373 North Church St.,
Salem, Oregon

A

RECEIVED
MAR 18 1960
FOR FILING
I-324(19)

5115

March 18, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reply is made to your letter of March 9 concerning the deviation from the plan in construction of the southbound on-ramp at the Garden Road Interchange, Salem By-pass Section, Pacific Highway.

Investigation has revealed the condition to which you refer. Please be advised that this section will be corrected and brought into compliance with the original plan.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. J. D. Walker

TE:jw fn

FORM E-30 50M 7-58 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 16, 1960

SUBJECT: Assignment No. 1114-E
Salem By-Pass Section
Contract No. 5115

To:
Mr. Tom Edwards
Construction Engineer
Department

Investigation has been made of the southbound on-ramp at the Garden Road Interchange on the subject section. Investigation shows that this ramp was not constructed in accordance with the plan. The acceleration lane was not carried the full width (12 feet) for the some 460 feet shown on the plans. Rather, the edge of the pavement was carried in a straight line taper from the beginning of the accelerating lane to the point where the 250-foot taper intersects the normal edge of the pavement. This forces a merging movement for the traffic using the ramp before it gets to the end of the planned accelerating lane.

Attached is a print of Sheet No. 5 of the plans on the subject section showing in red the edge of the pavement on the ramp as constructed. The paving contractor has been released on this project and has no equipment to remedy this situation. It is planned to widen the A.C. pavement through this area in accordance with the original plan by State Forces.

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA:AM

CONSTRUCTION DIVISION
RECEIVED
MAR 17 1960
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

08-35.4-DA

408 State Highway Bldg.
Salem, Oregon
March 9, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-5(7)250
Salem By-Pass Section
Pacific Freeway

Dear Sir:

Inspection of the subject project reveals what appears to be a deviation from the planned layout on the southbound on-ramp at the Garden Road Interchange.

As presently constructed, the acceleration lane is tapered throughout instead of parallel to the travel lane for a substantial distance as planned.

As a result of this change the travel path of the ramp traffic indicates that it is not functioning as intended.

Your attention to this matter will be appreciated.

Very truly yours,

C. G. POLK
Division Engineer

By:
E. H. Cowan
E. H. COWAN
Acting Division Engineer

CONSTRUCTION DIVISION
RECEIVED
MAR 14 1960
NOTED-- ☒ ☐ ☐ ☐ ☐
CE ACE ACE COE

RECEIVED
MAR 11 1960
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-1—(Rev.)—

A

I-324 (19)
5115

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 6, 19 60

Section SALEM BY PASS

Kind of work PAVING

Highway PACIFIC County MARION

Section prefix 24-1033

Contractor Roy L. Houck & Sons ~~Roy L. Houck Sons Corp.~~

Contract number 5115

Date of contract February 7, 19 58

Specified work days 120

Date work started April 20, 19 59

Work days used 129

Project authorization $ 732,587.63

Exclusive of engineering $ 680,492.51

Per cent of time elapsed 10715 %

Estimated cost of completed project, exclusive of engineering $ 680,492.51

Estimated per cent overrun or underrun %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 52,095.51

Engineering cost to date $ 32,750, 63 %

Date project was completed February 29, 19 60

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
		100		100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Completed patching around median barrier posts and installed all median barrier.

Project completed February 29, 1960.

FINAL REPORT.

CONSTRUCTION DIVISION
RECEIVED
MAR 7 1960
NOTED-- CE ACE ACE CDE

NOTED
JOHN R. OAKES

Noted.
M. N. Juve'

Signed Alfred Shirley Jr

Address 214 Laboratory Building, Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		8.25			8.52
Miles partially completed		8.25			8.52
Miles completed		8.25			8.52
Total estimated quantities (contract)		155,700			42,000
Total quantities corrected to date		144,300			42,600
Estimated quantities moved or placed to date		144,300			42,600
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Cloudy		
Wednesday	Snow		
Thursday	Rain		
Friday	"		
Saturday			

RECEIVED
MAR 2 1960
FOR FILING

I-324(19)

5115

March 2, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on February 29, 1960, on Contract No. 5115, Salem By-Pass Section, in Marion County, in connection with Federal Aid Project No. I-5-5(7)250.

Very truly yours

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: Clarence G. Swenson

RECEIVED
NOV 19 1959
FOR FILING

I-324(19)

5115

November 17, 1959

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering setting guard rail posts in concrete slope paving on the Salem By-Pass Section of the Pacific Highway in Marion County, Contract No. 5115, in connection with Federal Aid Project No. I-5-5(7)250.

An existing 18-inch pipe parallel to the highway is located where the guard rail posts were to be placed under the "D" Street undercrossing structure. In order to maintain the shoulder width it is necessary that the posts be set in the slope paving. This order covers the extra work required of the contractor for the repair to the slope paving, which is above that normally required for post installation.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

RECEIVED

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section **Salem Bypass** Highway **Pacific**

County **Marion** MP ____ to MP ____ Contractor **R. L. Houck**

Resident Engineer **A. Shirley** Inspector ____

Date Completed **August 27, 1959** Date Reported **Sept. 4, 1959**

Type and Thickness of Wearing Surface **4" B** A. C.___ Oil Mat____ Seal.

N, [✓ S], E, W from MP or Sta. 63+00 **Outside Lane** | N, S, E, W from MP or Sta. ____

Mile	Wheel Count	Roughness		**Roughness**			Mile	Wheel Count	Roughness		Test Run On		
		Total	Per Mile	**Mile**	**Total**	**Per**			Total	Per Mile	Top	Base	Seal
1	750	**93**	**93**	**7**	**616**	**89**	1	750					
2	1500	**180**	**87**	**8**	**704**	**88**	2	1500					
3	2250	**270**	**90**				3	2250					
4	3000	**354**	**84**				4	3000					
5	3750	**441**	**87**				5	3750					
6	4500	**527**	**86**				6	4500					

Average Roughness Per Mile **88** Average Roughness Per Mile ____

Remarks: **All structures included.**

To 75 - Good
75-100 - Fair
Over 100 - Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

NOTED

RECEIVED
59
FOR FILING

5/15

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section **Salem Bypass** Highway **Pacific**

County **Marion** MP____ to MP____ Contractor **R. L. Houck**

Resident Engineer **A. Shirley** Inspector____

Date Completed **August 27, 1959** Date Reported **Sept. 4, 1959**

Type and Thickness of Wearing Surface **4" B** A. C.____Oil Mat____Seal.

N, (S) E, W from MP or Sta. 63+00 **Outside Lane**							N, (S) E, W from MP or Sta. 63+00 **Inside Lane**						
Mile	Wheel Count	Roughness		Roughness [illegible]			Mile	Wheel Count	Roughness		Roughness [illegible]		
		Total	Per Mile	Mile [illegible]	Total [illegible]	Per [illegible]			Total	Per Mile	Mile [illegible]	Total [illegible]	Per [illegible]
1	750	87	87	7	580	78	1	750	83	83	7	628	90
2	1500	166	79	8	664	84	2	1500	168	85	8	711	83
3	2250	253	87				3	2250	268	100			
4	3000	333	80				4	3000	360	92			
5	3750	419	86				5	3750	451	91			
6	4500	502	83				6	4500	538	87			

Average Roughness Per Mile **83** Average Roughness Per Mile **[illegible]**

Remarks: **All structures deleted.**

To 75 - Good
75-100 - Fair
Over 100 - Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Hal Jacobsen
Operator

RECEIVED
AUG 1[illegible] 1959

FOR FILING

[illegible]

5115

August 19, 1959
Salem, Oregon

Mr. Alfred Shirley, Jr.
Resident Engineer
Salem, Oregon

Referring to your inquiry of August 17, 1959 for labor classification, we understand this refers to the Salem By-Pass Paving Project. Federal Aid Interstate No. I-324(19), our Contract No. 5115.

In this contract, the schedule of predetermined minimum wages has a classification under Operating Engineers for "Earth Boring Machine" which is applicable to the operator of a power drill digging post holes; the applicable minimum wage being $2.96 per hour.

Regarding laborers digging holes and erecting guard rail, it has been recognized by the AGC, and by the unions, that such is properly classified as a General Laborer under Laborers Craft Group I, and the B.P.R. and U.S. Labor Dept. concur in this understanding. In the current case, such laborers should be classified as "General Laborer" and the applicable minimum wage is $2.35 per hour.

R. L. Porter
Office Engineer

By

Virgil O. O'Neil
Specifications Engineer

cc: J. D. Walker
C. G. Polk

Salem, Oregon.
August 17, 1959

Classification for labor.

R. L. Porter,
Department.

RECEIVED
AUG

Request that you supply us with classification for the following:

Laborer that digs post holes and mounts metal guard rail.

Laborer that operates power drill which is mounted on truck. This drill is to dig post holes either in earth or asphaltic concrete.

Alfred Shirley, Jr.
Resident Engineer.

By

cc J.D.Walker.

RECEIVED
JUL 31 1959

FOR FILING
I 324 (19)
5115

A

July 30, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering temporary signing on the Salem By-Pass Section of the Pacific Highway in Marion County, Contract No. 5115, in connection with Federal Aid Project No. I-5-5(7)250.

This work is necessary for the guidance and direction of traffic during construction and will be in use until the contract for signing through this Section has been awarded. This will not relieve the contractor of his responsibility to furnish warning signs, lights and barricades for the safety of traffic and workmen.

Sketches and plans for a portion of this work have been submitted to the BPR. A detail list of signs, their locations and estimate of costs is attached.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Enc.

A

RECEIVED
JUL - 8 1959
FOR FILING

324(19)

5115

July 6, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering removing existing interchange ramps on the Salem By-Pass Section of the Pacific Highway in Marion County, Contract No. 5115, in connection with Federal Aid Project No. I-5-5(7)250 [I-324(19)].

Three existing interchange ramps will not be used when new construction is in use. The contract provides for removal of the paving, but not the ramps proper. They were constructed under the grading contract and will be in use until the new lanes are open to traffic.

Removal of the ramps entirely is necessary for the appearance of the highway, for safety and to remove a potential nuisance.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Enc.

RECEIVED
JUN - 4 1959

FOR FILING

I 324 (19)

5115

June 3, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering repair of soft spots in the subgrade on the Salem By-Pass Section of the Pacific Highway in Marion County, Contract No. 5115, in connection with Federal Aid Project No. I-5-5(7)250/I-324(19)/.

This work is necessary to repair soft areas in the subgrade not apparent when the grading was in progress. Additional drain pipe has been placed as an emergency measure to drain some of these areas. It will be necessary to excavate the unsuitable material and backfill to stabilize the roadbed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer
Asst

DBP:br
Enc.

A

RECEIVED
MAY [illegible] 1959
FOR FILING
I-324(19)
5115

May 27, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering removal of existing illumination facilities on the Salem By-Pass Section of the Pacific Highway in Marion County, Contract No. 5115, in connection with Federal Aid Project No. I-5-5(7)250[I-324(19)].

Existing illumination facilities at the various interchanges will interfere with paving operations. It will be necessary to remove these light standards and bases before paving can begin. This order covers the equipment rental and labor costs only, a future contract is anticipated for rearranging existing facilities and installing additional illumination facilities upon completion of the paving contract.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb

Encl.

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RECEIVED
MAY 25 1959
FOR FILING

I-324(19)

5115

May 22, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Salem By-Pass Section of the Pacific Highway in Marion County, Contract No. 5115, in connection with Federal Aid Project No. I-5-5(7)250, [I-324(19)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Enc.

RECEIVED
MAY 21 1959

FOR FILING

[illegible]

5115

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15, 1959

NOTED
W. C. WILLIAMS

SUBJECT: Salem Bypass Section
Pacific Highway
Contract No. 5115

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Pursuant to your request to determine the feasibility of substituting metal guard rail for that cable guard rail which it was proposed to salvage and reinstall on the subject named job, we have received a quote from the contractor for doing this work.

The quantities shown below are based on substituting metal guard rail for all of the cable guard rail shown on the plans to be salvaged and reinstalled. This is all of the cable guard rail on the westerly side of the freeway and approximately 1,388 feet on the easterly side at the Market Street Interchange. Following is an estimate of cost for doing this work at the contractor's quoted price:

Salvage Cable Guard Rail	8,607 ft.	at	$0.65	$ 5,594.55
Additional Metal Guard Rail	8,286 ft.	at	$2.28	18,892.08
				$24,486.63
Delete Contract Item Salvage and Reinstall Cable Guard Rail	8,607 ft.	at	$0.93	8,004.51
Net Cost of Change				$16,482.12

wcw

In connection with the above, I wish to call your attention to the fact that the contract bid price for salvaging and reinstalling of the cable guard rail was 93 cents per lineal foot. The price quoted by the contractor for salvaging and storage of this guard rail is at 65 cents per lineal foot, and considered quite favorable. The contract price of metal guard rail was $2.22 per foot while the price quoted for this work is $2.28 per foot. This is explained by the rise in the price of materials since award of the contract. I consider this a very favorable price. It is thought that this work can be done under the present project allotments which allowed approximately $29,000 for contingencies.

NOTED
FORREST COOPER

In connection with doing this work, the contractor has asked for an additional twenty days of time in which to complete this work. This additional time could not be justified on a straight proportional basis. I have advised the Division to negotiate a Price Agreement with the contractor and if he is insistent upon this point, to tell him that the additional work days required would be considered at the end of the contract. Anticipating that you will approve the above, we are preparing a Price Agreement which will be forwarded to you in a few days for your approval.

Tom Edwards
Construction Engineer

By
L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp

cc J. D. Walker

A

RECEIVED
APR 30 1959
FOR FILING

I-324 (19)

5115

April 29, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started April 20, 1959 on Contract No. 5115, Salem By-Pass Section, Marion County, in connection with Federal Aid Project No. I-5-5(7)250 [I-324(19)].

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

RECEIVED

FOR FILING

Monthly Transaction No.
6-87

Project Report No.
1-324(19)
6

5115

For
(5-2[illegible]-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

Oregon

County
Marion

Project No.
I-5-5(7)250
(I-324(19) - Old)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Salem Bypass Section of the Pacific Highway, from approx. junction with FA-3 north of Salem to approx. 1 mile north of junction FA-3 south of Salem (US-99).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	2/7/58	-
Rights-of-Way		
Construction	2/12/58	8.3
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$732,678.00	$ 676,300.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By CG Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **June 23, 1958**

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Salem By-Pass Section, Project No. I-5-5(7)250, [I-324(19)-Old].

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H Probert
Office Engineer

[illegible]

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Salem By-Pass Section
Pacific Highway
Marion County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5115

5115 Roy L. Houck & Sons &
Roy L. Houck Sons Corp. 2-27-58

DATE OF COMPLETION: 120 workdays from 3-17-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Salem By-Pass Section, Project No. I-324(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EC:lmr

Oregon State Highway Department

Federal Aid
Project No. I-324(19)

SALEM BY-PASS SECTION OF THE PACIFIC HIGHWAY

IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code P.E.

Preliminary Engineering	All Required		$ 20,000.00

Type Code 6201
Roadway (Sta. 62+50 to Sta. 512+50)(Contract No. 5115)

Removal of Pavement	9,500	sq.yds.	.50	$ 4,750.00
Removal of Islands	60	cu.yds.	5.00	300.00
Removal of Traffic Markers	550	lin.ft.	.50	275.00
Salvaging Metal Guard Rail	1,250	lin.ft.	.35	437.50
Salvaging and Reinstall Cable Guard Rail	9,400	lin.ft.	.93	8,742.00
Salvaging Metal Sight Posts	100	only	.39	39.00
Concrete Inlets	50	only	50.00	2,500.00
Concrete Curbs	56	cu.yds.	40.00	2,240.00
1½-inch Electrical Conduit	860	lin.ft.	1.50	1,290.00
Metal Guard Rail	13,300	lin.ft.	2.22	29,526.00
Metal Median Barrier	40,600	lin.ft.	3.49	141,694.00
Metal Sight Posts	280	only	2.40	672.00
Coarse Crushed Material in Base	127,800	cu.yds.	1.20	153,360.00
3/4" - 0 Material in Base	25,700	cu.yds.	1.29	33,153.00
Sprinkling	5,800	M-gal.	2.00	11,600.00
Class "B" Asphaltic Concrete	42,000	tons	4.80	201,600.00
Preparation of Base	All	Required		2,500.00
3/4" - 0 Material in Binder Course	2,200	cu.yds.	3.00	6,600.00
Furnishing and Placing Aggregates	4,130	cu.yds.	3.00	12,390.00
RC-3 Asphalt	350	tons	40.75	14,262.50
120-150 Asphalt	320	tons	37.90	12,128.00
RS-1 Asphalt	100	tons	40.00	4,000.00
Asphaltic Concrete Traffic Markers	1,900	lin.ft.	.70	1,330.00
				$645,389.00
Flagging (57½% of Contractors Cost)	All	Required		2,500.00
	Subtotal			$647,889.00
	10% Engr. & Cont.			64,788.90
	Total			$712,677.90

Length of Roadway. . . . . 8.254 miles
Length of 11 Structures. . . . . 0.268 mile (exception)
Total Length . . . . 8.522 miles
Cost of Roadway per mile $86,343.33

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 20,000.00	$ 18,000.00	$ 2,000.00
Roadway	712,677.90	658,300.00	54,377.90
	$732,677.90	$676,300.00	$ 56,377.90

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920; Chap. 529, laws, 1939

State Funds for Maint. Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. I-324(19)

SALEM BY-PASS SECTION OF THE PACIFIC HIGHWAY IN

MARION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 7, 1958

Type Code P.E.

Preliminary Engineering	All Required		$20,000.00

Type Code 6201
Roadway (Sta. 62+50 to Sta. 512+50)

Removal of Pavement	9,500 sq. yds.	$ .60	$ 5,700.00
Removal of Islands	60 cu. yds.	20.00	1,200.00
Removal of Traffic Markers	550 lin. ft.	.25	137.50
Salvaging Metal Guard Rail	1,250 lin. ft.	2.00	2,500.00
Salvaging and Reinstall Cable Guard Rail	9,400 lin. ft.	3.00	28,200.00
Salvaging Metal Sight Posts	100 only	2.00	200.00
Concrete Inlets	50 only	75.00	3,750.00
Concrete Curbs	56 cu. yds.	50.00	2,800.00
1½-inch Electrical Conduit	860 lin. ft.	1.75	1,505.00
Metal Guard Rail	13,300 lin. ft.	3.00	39,900.00
Metal Median Barrier	40,600 lin. ft.	4.50	182,700.00
Metal Sight Posts	280 only	3.00	840.00
Coarse Crushed Material in Base	127,800 cu. yds.	1.50	191,700.00
3/4" - 0 Material in Base	25,700 cu. yds.	1.70	43,690.00
Sprinkling	5,800 M-gals.	3.00	17,400.00
Class "B" Asphaltic Concrete	42,000 tons	5.50	231,000.00
Preparation of Base	All Required		8,000.00
3/4" - 0 Material in Binder Course	2,200 cu. yds.	3.50	7,700.00
Furnishing and Placing Aggregates	4,130 cu. yds.	3.75	15,487.50
RC-3 Asphalt	350 tons	42.00	14,700.00
120-150 Asphalt	320 tons	40.00	12,800.00
RS-1 Asphalt	100 tons	42.00	4,200.00
Asphaltic Concrete Traffic Markers	1,900 lin. ft.	1.00	1,900.00
			$818,010.00
Flagging (57½% of Contractors Cost)	All Required		2,500.00
	Subtotal		$820,510.00
	10 % Engr. & Cont.		82,051.00
	Total		$902,561.00

Length of Roadway.	8.254 miles
Length of 11 Structures.	0.268 mile (exception)
Total Length	8.522 miles
Cost of Roadway per mile	$109,348.31

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$20,000.00	$ 18,000.00	$ 2,000.00
Roadway	902,561.00	833,700.00	68,861.00
	$922,561.00	$851,700.00	$ 70,861.00

RECEIVED
JUN 1958
FOR FILING

FORM E-30X—37,500—6-56—86655

I-324(19)

5115

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 2, 1958

SUBJECT:

To:
Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

The subcontract between Roy L. Houck Sons' and R & H Construction Company covering Items 4, 5, 6, 10 and 11 on the Salem By-Pass Contract, No. 5115, Oregon L-324 (19) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dnb

Attachments

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract on this project amounting to $180,438.50 or 28%

NOTED
[illegible] ENGINEER

RECEIVED
[illegible]
OFFICE OF
[illegible] ENGINEER

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 27 1958
FOR FILING

5115.

Mar. 26, 1958

Roy L. Houck & Sons and
Roy L. Houck Sons Corp.
1585 N. 20th St.
Salem, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5115, awarded Feb. 27, 1958,
for paving on the Salem By-pass Section
of the Pacific Highway in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR [illegible] - 1958
FOR FILING

[illegible]

5115

March 3, 1958

Roy L. Houck & Son &
Roy L. Houck Sons Corp.
1585 North 20th Street
Salem, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, awarded to you State Highway Contract No. 5115 for paving on the Salem By-pass Section of the Pacific Highway in Marion County.

This award was based on your bid of $645,389 which was the low bid submitted to the Commission on that date for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAR 5 - 1958
FOR FILING
OREGON DISTRICT
5115 08:35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 27, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 5115 for Oregon Project I-324(19), Salem By-Pass (paving) Section of the Pacific Highway, to Roy L. Houck & Sons and Roy L. Houck Sons Corporation of Salem, Oregon, low bidder in the amount of $645,389.00 at today's bid opening.

Very truly yours,

C. G. Polk

C. G. Polk
Division Engineer

RECEIVED
[illegible]
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

405 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

February 12, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-324(19), Salem By-Pass (Paving) Section of the Pacific Highway. This is to authorize your advertising for bids.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

RECEIVED
FEB 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

24-3322 Detroit Lake State Park 1958
Facilities
#5116

RECEIVED
MAR 13 1959
FOR FILING
[illegible]
5116

Contract
file

March 12, 1959

Gas Heat of Lyons
Lyons, Oregon

Attention: Mr. Sam E. Bridges
Manager

Gentlemen:

This is to acknowledge your letter of March 2 concerning a claim that you have against L. J. Plank for a propane tank furnished by your company to the contractor in connection with our Contract No. 5116, for construction of park facilities at Detroit Lake State Park.

The matter is being referred to the Highway Commission's Chief Counsel, Mr. L. I. Lindas, for appropriate action.

As stated in our previous letter to you this contract was completed June 16, 1958. Final payment was mailed to the contractor in August, so we have no monetary recourse against the contractor, and it appears that the surety is taking advantage of the statutory period under which the bond is liable for claims.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: L. I. Lindas
C. H. Armstrong

NOTED ON CARD

BEST IN APPLIANCES

Gas Heat of Lyons
SAM and BERNICE BRIDGES
Phone ULrich 9-2475
LYONS, OREGON

March 2 ,1959

State Highway Dept.
Salem,Ore.

Dear Sir:

In reference to your letter of Feb.17,I received a letter from the bonding co.,saying,"In reply to yours of Feb.20th,please be advised that it is our understahding that the State of Oregon certified that this job involved in this contract was completed on June 16, 1958 and accepted on July 31,1958.

If these dates are correct,then the statuatory period for you to file a claim against the bond has expired. " and signed by James H.Minor.

We have been instructed to pick up this tank and it is full of gas paid by you.We get no answer from Plank himself.

Please advise.

Very truly yours,

Sam E Bridges
Sam E.Bridges,manager

Copies to
Gardner
Lindas
Armstrong

76

RECEIVED
MAR 4 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
em

RECEIVED
MAR 13 1959
FOR FILING

[illegible] 3332

5116

Mar. 12, 1959

The Fund Insurance Companies
3333 California St.
San Francisco, Calif.

Attention: Tom Martin
Central Bonding Office

Gentlemen:

This will acknowledge your letter of February 27, requesting a copy of a letter that we received from Suburban Gas Heat of Lyons, Oregon, dated Feb. 9, 1959, in connection with State Highway Contract No. 5116, Park Facilities Project for Detroit Lake State Park in Marion County.

Attached is a photocopy of the letter from Suburban Gas Heat of Lyons, regarding the payment for the 500 gallon propane tax.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:cm
Attach.

The FUND
Insurance Companies
FIREMAN'S FUND INSURANCE COMPANY · HOME FIRE & MARINE INSURANCE COMPANY
FIREMAN'S FUND INDEMNITY COMPANY · NATIONAL SURETY CORPORATION
3333 CALIFORNIA STREET · SAN FRANCISCO, CALIFORNIA · JOrdan 7-5000

CHARLES H. WATSON, Manager
Central Bonding Office Claim Department

February 27, 1959

State Highway Department
State of Oregon
Salem, Oregon

BOND NO. C-6030211
PRINCIPAL: L. J. PLANK
OBLIGEE: OREGON STATE HIGHWAY DEPARTMENT
CLAIM UNDER PERFORMANCE BOND FOR CONSTRUCTION
OF ADDITIONAL PARK FACILITIES FOR DETROIT LAKE
STATE PARK, MARION COUNTY, OREGON
CONTRACT NO. 5116

Gentlemen:

We acknowledge your letter of February 17, 1959, advising us of the fact that claim has been received from the Suburban Gas Heat of Lyons, Lyons, Oregon, in connection with the captioned bond. Would it be possible for you to supply us with a copy of this letter?

We are referring this matter to our Portland Claim Division, Board of Trade Building, Portland, Oregon, and we anticipate that they will contact you as soon as they have something concrete to report.

Very truly yours,

Tom Martin

Tom Martin
Central Bonding Office
San Francisco

Cec,
please ans.
FC

TM:mh

RECEIVED
MAR 4 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 18 1959
FOR FILING

21 3322

5116

A

files

Feb. 17, 1959

Suburban Gas Heat of Lyons
Lyons
Oregon

Attention: Sam E. Bridges, Manager

Dear Mr. Bridges:

This will acknowledge your letter of February 9 advising that you furnished a new 500 gallon propane tank to L. J. Plank, Contractor, in connection with our Detroit Lake State Park Facilities project in Marion County, our Contract No. 5116, and as of this date you have not received payment in the sum of $302 for this tank.

This contract was completed June 16, 1958, and was accepted by the Highway Commission on July 31, 1958.

The Fireman's Fund Indemnity Company, through George J. Campbell, Board of Trade Building, Portland 4, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred therein.

Normally, claims are filed with the Secretary of State if received within six months following acceptance of the contract. In this particular case, the six months' period has elapsed. We suggest you contact the surety regarding this claim. We will, however, make a notation of this claim in our records and will advise the surety and the contractor it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

NOTED ON CARD
em

THE BEST IN APPLIANCES

SUBURBAN
Gas Heat of Lyons
SAM and BERNICE BRIDGES
Phone ULrich 9-2475
LYONS, OREGON

February 9,1959

State Highway Dept.
Salem,Ore.

Gentlemen:

Last June,we furnished a new 500 gallon propane tank,Buehler,serial #B-2404,to Kuhns and L.J.Plank contractors.They , in turn, set the tank under contract for the State at Lakeshore Camp, Detroit, Ore.

The tank was sold by us under contract for the sum of $302.00, title to pass upon payment in full.

To date we have not received payment and our letters have gone completely ignored.

We now have instructions to pick up the tank. However, before we do so we believe you should be advised of the circumstances.

Will you Kindly Advise?
SUBURBAN GAS HEAT OF LYONS

Sam E. Bridges, Manager
Sam E Bridges

SEB:DPB

#5116
Sent photocopy
to Cecil Gardner
2-13-59
CWH

RECEIVED
FEB 11 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
em

RECEIVED
FEB 18 1959
FOR FILING

[illegible]

5116

A

file

Feb. 17, 1959

Fireman's Fund Indemnity Co.
401 California St.
San Francisco 20, Calif.

Gentlemen:

A letter has been received from Suburban Gas Heat of Lyons, Lyons, Oregon, advising that L. J. Plank, Contractor, owes them $302 for a new 500 gallon propane tank furnished on our Contract No. 5116, for the Detroit Lake State Park Facilities project in Marion County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

CC: George J. Campbell
Board of Trade Bldg.
Portland 4, Oregon

L. J. Plank, Contractor
1360 Tualin Ave.
Woodburn, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
em

RECEIVED

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

July 11,1958

(CONTRACT NO.) (EST. NO.) (CONTRACTOR)

5116 3 Final L. J. Plank

(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

15395 H217085 $ 3,453.81 7-1358

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 60 workdays from Mar. 13, 1958

Time Extensions: None

Completion Date: June 16, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Aug. 4, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 4 1958
GRW.

NOTED ON CARD
em

RECEIVED
JUL 1 - 1958
FOR FILING

5116

July 1, 1958

CERTIFIED MAIL

Firemen's Fund Indemnity Co.
401 California St.
San Francisco 20, Calif.

Gentlemen:

State Highway Contract No. 5116 for Detroit Lake State Park Facilities in Marion County was completed by the contractor, L. J. Plank, on June 16, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,453.81 will be released to the contractor after acceptance by the Commission. The total contract amount is $19,451.25, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: George J. Campbell
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
cm

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 18 1958
FOR FILING

5116

Mar. 17, 1958

Mr. L. J. Plank
1360 Tomlin Ave.
Woodburn, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5116, awarded Feb. 27, 1958,
for Detroit Lake State Park Facilities
in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 4 - 1958
FOR FILING

[illegible]

5116

March 3, 1958

Mr. Leland J. Plank
1360 Tomlin Avenue
Woodburn, Oregon

Dear Mr. Plank:

The State Highway Commission on February 27, 1958, awarded to you State Highway Contract No. 5116 for construction of overnight camping facilities in the Detroit Lake State Park on the North Santiam Highway in Marion County.

This award was based on your bid of $19,604.75 which was the low bid submitted to the Commission on that date for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant
C. H. Armstrong

131-3253 Elgin Sand Shed on the Weston-Elgin Hwy. 1958

#5117

RECEIVED
JUL 8 - 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 2, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5117	3 Final	Bachtel Brothers

5117

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14562	H216210	$ 3,468.92	7-2-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chadweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from Mar. 13, 1958

Time Extensions: None

Completion Date: May 17, 1958

Date Accepted: June 19, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: July 3, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 3 1958
Gkw.

NOTED ON CARD
OM

RECEIVED
JUN 27 1958

[illegible] G

[illegible]

5117

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
PORTLAND 4, OREGON
TELEPHONE: CApitol 7-0464

LOTUS M. CONSER
MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

June 26, 1958

State of Oregon
State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

Re: Bechtel Bros. - Bond #58766-12-388-58
Contract No. 5117 - Elgin Sand Shed
in Union County

Thank you for advising that final payment in the amount of $3,468.92 will be released to the contractor on or after July 3, 1958 for the above captioned job which was formally accepted by the Highway Commission on June 19, 1958.

Very truly yours,

John L. Rieschel

John L. Rieschel
FIDELITY, SURETY AND BURGLARY DEPT.

JLR:im

RECEIVED
JUN 27 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 24 1958
FOR FILING

1-1-[illegible]
5117

June 23, 1958

CERTIFIED MAIL

U. S. Fidelity & Guaranty Co.
Lotus M. Conser, Manager
201 Portland Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5117 for Elgin Sand Shed in Union County was completed by the contractor, Bechtel Bros., on May 17, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $3,468.92 will be released to the contractor on or after July 3, 1958. The total contract amount is $10,386.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

NOTED ON CARD

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 20 1958
FOR FILING

131 [illegible]

5117

Mar. 20, 1958

Bechtel Bros., Contractor
2107 Depot Street
LaGrande, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5117, awarded Feb. 27, 1958, for construction of Elgin SandShed in Union County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 4 - 1958
FOR FILING
5117

March 3, 1958

Bechtel Brothers
P. O. Box 792
La Grande, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, awarded to you State Highway Contract No. 5117 for the Elgin Sand Shed at Elgin on the Weston-Elgin Highway in Union County.

This award was based on your bid of $10,486 which was the low bid submitted to the Commission on that date for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant

1-8315 Baker-Maiden Gulch Rock 1958
Prod. Proj.
#5118

RECEIVED
MAY 12 1959
FOR FILING

[illegible]

5118

May 12, 1959

General Insurance Company of America
Seattle, Washington

Attention: Mr. Donald E. Spickard
Legal Department

Gentlemen:

This will acknowledge your letter of May 6 pertaining to the claim of G. W. Frasier in the amount of $1,807.80 in connection with State Highway Contract No. 5118 with Richard Beshey for rock production on the Baker-Maiden Gulch Section of the Baker-Homestead Highway in Baker County.

As you requested, we are attaching a photocopy of the claim which was filed in our office on April 15, 1959.

This contract was completed July 14, 1958 and accepted by the Highway Commission September 11, 1958.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

INSURANCE CO. GENERAL OF AMERICA

W. L. CAMPBELL
PRESIDENT

GENERAL
INSURANCE COMPANY
OF AMERICA
SEATTLE, WASHINGTON

May 6, 1959

State of Oregon
Highway Commission
Salem, Oregon

Cec,
please answer.
FQ

Attention: Mr. Floyd Query,
Secretary

#5118

Dear Sir:

Our Bond 377622
Richard Beshey, Principal

In reference to your letter of April 15, 1959 to our Portland Service Office concerning the claim of G. W. Frasier, 925 East Commercial Street, Weiser, Idaho, we would very much appreciate your furnishing us with a copy of the claim that was filed with you and with information as to the date upon which it was filed with you.

At the same time, we would like to know the date on which this contract (No. 5118, rock production on Baker-Maiden Gulch Section of the Baker-Homestead Highway in Baker County) was completed and accepted by the Highway Commission.

Very truly yours,

Donald E. Spickard

Donald E. Spickard
Legal Department
BW

A

RECEIVED
[illegible] 1959
FOR FILING
1-8315
5111

April 15, 1959

General Insurance Co. of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

A letter has been received from G. W. Frasier, 925 E. Commercial Street, Weiser, Idaho, stating that Richard Beshey owes him the sum of $1,807.80 for drilling and blasting on what appears to be our Contract No. 5118 for rock production on the Baker-Maiden Gulch Section of the Baker-Homestead Highway in Baker County.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ms

cc: H. W. Fleming, 6937 N. Mississippi, Portland, Oregon
Richard Beshey, Box 741, Baker, Oregon

file

RECEIVED
R 16 1959

FOR FILING
1-8315

5

April 15, 1959

Mr. G. W. Frasier
925 E. Commercial Street
Weiser, Idaho

Dear Mr. Frasier:

We have your letter dated April 14 in which you state that Richard Beshey owes you $1,807.80 for drilling and blasting on what appears to be our Contract No. 5118 for rock production on the Baker-Maiden Gulch Section, Baker-Homestead Highway.

The General Insurance Co. of America, through H. W. Fleming, 6937 N. Mississippi, Portland, Oregon, furnished the performance bond for this contract. The bond is provided to insure completion of the contract and payment of all bills incurred in it. Our records show that the contract was accepted by the Highway Commission September 11, 1958 and that final payment was mailed to the Contractor on September 15, 1958. The six-months period for filing of claims after acceptance of the contract has expired. However, we will notify the surety and the Contractor that the claim has been received and it will also be entered in our records.

If the surety feels that they are not obligated for this claim, it is suggested that you contact your attorney for such other recourse as may be possible under the law.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ms

NOTED ON CARD
em

Weiser Idaho
4/14/59

Oregon State Highway Dept
Salem Ore

Gentle men Sir

I would like to have some information on the maiden gulch rock quarry on the Baker Richland road that the highway dept awarded to Richard Bushey in march of 1958

I Contracted the drilling and blasting on this 9500 yd rock quarry and Bushey owes me $1807.80 yet he refuses to settle did he sign that all contract and labor was settled for when you made a full settlement with him on this bid contract with the State of Oregon

Yours truly

G.W. Frasier
925 E. Commercial St
Weiser Ida

NOTED ON CARD
em

RECEIVED
SEP 17 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

September 12, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5118	5 Final	Richard Beshey	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20832	H222737	$ 913.00	9-12-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 80 workdays from Mar. 9, 1958

Time Extensions: None

Completion Date: July 14, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 15, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 15 1958
GKu

NOTED ON CARD
am

RECEIVED
[illegible] 1958
FOR FILING
[illegible]
[illegible]

Sept. 2, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5118 for rock production on the Baker-Maiden Gulch Section of the Baker-Homestead Highway in Baker County was completed by the contractor, Richard Beshoy, on July 14, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $913.00 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $31,201.60, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
1958
FOR FILING

Aug. 19, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Richard Beebey in connection with Contract No. 5118, for Baker-Maiden Gulch Rock Production Project on the Baker-Homestead Highway in Baker County.

This payment, in the amount of $6,626.20, will be released to the contractor on or after August 29, 1958. The retained percentage is $936.76.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

NOTED ON CARD

RECEIVED

FOR FILING

1-8315

5118

Salem, Oregon
August 1, 1958

Damage to Rock Scale
July 11, 1958
Richard Beshey
Contract 5118

Leonard I. Lindas
Chief Counsel

On July 11, 1958, a truck belonging to contractor Richard Beshey, Box 741, Baker, Oregon, ran over and destroyed a Model No. 601 Howe rock scale. Mr. Beshey has Contract 5118, the Baker-[illegible] Gulch rock production project.

Mr. Beshey verbally admitted responsibility for the damage and said that he would pay for the cost of a new scale.

We recommend that Mr. Beshey be advised that the replacement cost of this scale is $51.61 and that he now be requested to reimburse us in this amount.

[illegible] Stevenson
Assistant State Highway Engineer

JAM:jre

cc: I. A. DeFrance
E. A. [illegible]
A. F. Larson
Kevin Laughlin

Form E-1—10M

-8315

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 25, 19 58

Section Baker-Maiden Gulch

Kind of work Rock Production

Highway Baker-Homestead County Baker

Section prefix 1-8315

Contractor Richard Beshey

Contract number 5118

Date of contract Feb. 27, 19 58

Specified work days 80

Date work started March 25, 19 58

Work days used 65

Project authorization . . . . . $ 34,764.02

Exclusive of engineering . . . $ 32,208.31

Per cent of time elapsed 81.3 %

Estimated cost of completed project, exclusive of engineering . . . $ 31,225.36

Estimated per cent overrun or underrun . . . 0 %

Per cent of contract completed, based on total contract price . . . 100 %

Engineering authorization . . . . $ 2,465.71

Engineering cost to date $ 2,129.01, 86.3 %

Date project was completed July 14, 19 58

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor has not yet finished cleaning up his crusher site. He has been informed by letter that the semi-final estimate is being held up pending such work.

CONSTRUCTION DIVISION
RECEIVED
JUL 28 1958
NOTED CE ACE ACE COE

Noted
M. N. Juve

Signed L. C. Stratton

Address Rand Bldg., Baker

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			31		
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			9,500		
Total quantities corrected to date			9,527		
Estimated quantities moved or placed to date			9,527		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Cloudy		
Saturday			

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 18 1958
FOR FILING

1-8315

5118

Mar. 17, 1958

Mr. Richard Besbey
Box 741
Baker, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5118, awarded Feb. 27, 1958, for rock production on the Baker-Maiden Gulch Section of the Baker-Homestead Highway in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

A

RECEIVED
MAR 3 - 1958
FOR FILING
1-8315

5118

March 3, 1958

Richard Beshey
Southeast 10th Street Court
Pendleton, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, awarded to you State Highway Contract No. 5118 for the Baker-Maiden Gulch Rock Production Project on the Baker-Homestead Highway in Baker County.

This award was based on your bid of $30,821.35 which was the low bid submitted to the Commission on February 6, 1958, for this project. Contract forms will be sent to you for execution within the next few days

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

I-78(39) Myrtle Cr.-Fords Br. Sec. of 1958
the Pacific Hwy. (Paving)
#5119

RECEIVED
AUG 24 1959
FOR FILING

NOTED
W. C. WILLIAMS

August 12, 1959

FINAL COST ANALYSIS
Paving

Myrtle Creek-Fords Bridge
Contract No. 5119

Contractor: Warren Northwest Inc.
Resident Engineer: C.C. Gall

Pacific Highway
Prefix 10-1044-201 (41)

[illegible]
5119

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Concrete Curbs	19.37	Cu.Yd.	50.00	50.00	968.50	968.50
*Concrete in Islands	37.79	Cu.Yd.	45.00	45.00	1,700.55	1,700.55
1-1/4" Electrical Conduit	786	Lin.Ft.	1.00	0.59	468.25	786.00
2" Electrical Conduit	125	Lin.Ft.	1.50	1.10	137.87	187.50
**Metal Guard Rail	26,470	Lin.Ft.	2.49	2.48	65,727.50	65,910.00
**Metal Median Barrier	9,994.8	Lin.Ft.	3.68	3.57	35,779.62	36,780.86
**Metal Sight Posts	400	Each	2.35	2.35	940.00	940.00
**Median Service	12	Rod	7.00	7.00	84.00	84.00
Coarse Cr.Mat'l in Base	92,992	Cu.Yd.	1.31	1.20	111,674.56	121.819.52
3/4"-0 Material in Base	39,507	Cu.Yd.	1.41	1.38	54,391.03	55,704.87
Sprinkling	4,501	M-Gal.	2.00	1.57	7,087.50	9,002.00
Preparation of Base	100%	All	1,500.00	2,457.61	2,457.61	1,500.00
3/4"-0 Mat'l in Binder Course	1,604	Cu.Yd.	2.75	2.30	3,677.87	4,411.00
RC-3 Asphalt	259.92	Ton	45.00	41.46	10,776.81	11,696.40
Asphalt Concrete Mixture	50,906.3	Ton	2.85	2.93	149,498.02	145,082.96
85-100 Asphalt in Mixture	2,731.22	Ton	35.00	33.70	92,069.43	95,592.70
Furnish & Place Aggregate	5,305	Cu.Yd.	2.75	2.90	15,415.73	14,588.75
120-150 Asphalt	351.01	Ton	43.50	40.71	14,290.75	14,917.93
RS-1 Asphalt	116.76	Ton	47.00	40.23	4,698.20	5,487.72
Asph.Conc.Traffic Markers	933.4	Lin.Ft.	0.75	0.32	302.32	700.05
PA#1 Handling reject aggregate	400.85	Ton	2.85	2.38	954.02	1,142.42
PA#1 Brown Sand Seal	8	Ton	10.00	4.49	35.95	80.00

FINAL COST ANALYSIS - Contract No. 5119
Myrtle Creek-Fords Bridge, Paving

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Grpss Revenue
PA#1 SS1 Aspahlt	.92	Ton	125.00	128.46	118.18	115.00
**PA#2 Metal Median Posts	16	Each	12.50	12.50	200.00	200.00
Force Account					4,137.95	4,545.41
					$577,592.20	$593,944.44

* Work done all or in part by Cushing Bros.

** Work done all or in part by Vern Hoaglin

Gross Revenue	$593,944.44
Total Cost	577,592.20
Net Profit	$ 16,352.24

Net Profit equals 2.8% of Gross Revenue

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COSTS - Contract No. 5119

Labor:					
Labor				$114,173.91	
Labor Insurance				10,491.25	
Health & Welfare				3,067.50	$127,732.66
Equipment Rental & Miscellaneous Supplies:					
Equipment Rental (Owned)				91,044.34	
Equipment Rental (Hired)				61,177.38	
Gas, Oil, and Grease				25,562.22	
Bond				2,187.20	
Small Tools				38.90	
P.L. & P.D. Insurance				1,427.17	
Travel Expense				1,720.65	
Telegraph & Telephone				735.43	
Freight				6,914.89	
Electric Power				4,844.21	
Misc. Field and Field Office				3,648.46	
Home Office and General Overhead				10,956.10	210,256.95
Materials:					
1-1/2" Electric Conduit	786	Lin. Ft.	@ $0.551	433.09	
2" Electrical Conduit	125	Lin. Ft.	@ $0.921	115.12	
Metal Guard Rail	26,470	Lin. Ft.	@ $1.10	29,117.00	
Metal Median Barrier	9,994	Lin. Ft.	@ $2.20	21,986.80	
R.C. Asphalt, Freight Incl.	259.92	Ton	@ $38.46	9,996.52	
Oil Rock	815	Cu. Yd.	@ $2.288	1,865.00	
Heat Oil	136,945	Gal.	@ $0.089	12,236.05	
Class "B" Asphalt	14.3	Ton	@ $9.50	135.85	
85-100 Asphalt, Frt. Inc.	2731.22	Ton	@ $33.71	92,069.43	
120-150 Asphalt, Frt. Inc.	351.01	Ton	@ $35.62	12,502.98	
RS1 Asphalt, Frt. Inc.	116.76	Ton	@ $35.54	4,149.65	
SS1 Asphalt, Frt. Inc.	0.92	Ton	@ $23.00	21.16	
Lumber				17.87	
18" Concrete Pipe				43.75	
Rock				75.00	
Catch Basin Grate				39.85	
Post Paint and Reflectors				1,280.00	186,085.12
Paid Sub-contractors:					
Cushing Bros.				2,669.05	
Vern Hoaglin				50,848.42	53,517.47
			TOTAL		$577,592.20

BREAKDOWN OF CRUSHING COSTS - Contract No. 5119

Move In and Set Up	177,752	Cu. Yd.	21,570.50	0.121
Feed Crusher	177,752	Cu. Yd.	19,351.62	0.110
Haul to Crusher	177,752	Cu. Yd.	23,862.72	0.133
Crushing	177,752	Cu. Yd.	67,899.18	0.382
Cost of Aggregate at Plant	177,752	Cu. Yd.	$132,684.02	$0.746

Crushing plant operated 1,090 hours

Average production per hour - 163.0 cubic yard

DETAIL OF PAVING COSTS - Contract No. 5119

				Cost per ton
Move in and Set up	50,906.3	Ton	10,507.54	0.206
Feed Plant	50,906.03	Ton	5,915.01	0.116
Heat and Mix	50,906.3	Ton	53,782.05	1.056
Aggregate	50,906.03	Ton	29,415.66	0.578
Asphalt in Mixture	50,906.3	Ton	92,066.43	1.809
Haul to Street	50,906.3	Ton	24,035.48	0.472
Street Work	50,906.3	Ton	26,027.47	0.512
	50,906.3	Ton	$241,749.64	$4.749

Paving plant operated 474.5 hours

Average production per hour = 1072.8 tons

Remarks - Contract No. 5119

This was a "Federal Aid Interstate Project" located on the Pacific Highway in Douglas County. The northwesterly end of the project was approximately 230 feet northwesterly of the west end of the Murtle Creek Bridge at the northerly city limits of Myrtle Creek. The southerly end of the project was approximately 0.55 mile north of the Fords Bridge over the South Umpqua River. The overall length of the project was 6.25 miles.

The work to be done under the contract consisted of the construction of 6.07 miles of stone base and shoulders; 6.07 miles of asphaltic concrete pavement; the construction of Type 0-11 modified mat wearing surface on highway shoulders and Type 0-11 mat wearing surface on the frontage roads; the performance of such additional and incidental work as was called for in the plans and specifications.

The project was bid by Warren Northwest, Inc., on February 6, 1958 and was awarded to them on February 27, 1958. The project was completed on May 15, 1959 and the final estimate was dated July 10, 1959.

On March 13, 1958 the contractor moved in on the Weaver Gravel Bar located on the easterly side of and adjacent to the highway at station 3440+00. He began clearing a stock pile and plant site using a crew of two men and two D7 cats with dozers.

On March 19, 1958, he began setting up his 5-crusher crushing plant using an 80-D Northwest shovel, a D7 dozer, and a crew of seven men. He completed the set up on April 19, 1958 and began crushing on the following day producing both 2"-0 and 3/4"-0 base material. In this work he used a 1-1/2 cubic yard dragline and five hired trucks to feed the plant and two D7 dozers to shape the piles and feed the bunker, from which the material was loaded into four hired truck trains and hauled to the roadbed. The aggregate was processed on the roadbed with two #12 power graders, two 3-leg rollers and a 5000 gallon water truck. Very good progress was made in this work until May 5, 1958 at which time the operation was closed down by a labor strike. Work was resumed on May 16, 1958. The crushing of the base material from this source was completed on May 29, 1958.

The contractor immediately began crushing paving aggregate from the same source. This work continued until July 10, 1958 at which time a labor dispute shut the operation down. Work was resumed on August 17, 1958 and the crushing of the paving aggregate was completed on August 22, 1958.

The crushing plant was dismantled and moved to the Kimmer Bar on the South Umpqua River 0.1 mile south of station 270+00. He began crushing base material here on September 11, 1958. The crushing of the base material was completed on October 9, 1958.

Remarks Cont'd - Contract No. 5119

During the week ending May 31, 1958, the contractor began setting up his 5000 lb. batch asphaltic concrete mixing plant. He completed the set up during the week ending ~~July~~ June 14, 1958 and began paving on June 23, 1958. In this work he used a D7 caterpillar tractor with dozer to feed the mixing plant, fibe hired trucks to haul the mixture, a Barber Green paver to lay the material, a 3-leg 10 ton roller and a 10 ton tandum roller to compact and finish the asphaltic concrete. This work was progressing rapidly when labor troubles closed the work down on July 10, 1958. Paving was resumed on August 18, 1958 and was completed during the week ending November 28, 1959.

During the week ending September 19, 1958, the sub-contractor on installing the guard rail, median barrier, sight posts, and median fence began work. In this work he used a truck mounted auger, a truck mounted hydraulic punch and a crew of three men. The installation of the guard rail continued until January 9, 1959 at which time the project was shut down for the winter.

During the week ending April 3, 1959, the sub-contractor on rail moved back and began painting the guard rail. This work was slowed down by rain and was not completed until the week ending April 24, 1959.

During the week ending May 2, 1959, the principal contractor returned to the project to oil the shoulders. This work was completed on May 13, 1959.

All work on the project was completed on May 15, 1959.

Although the contractor had low bid prices on some items, he made a small profit by having good equipment, supervision, and plan of operation.

M.N. Juve
Chief Cost Analyst

By

F.W. Sugnet

RECEIVED
AUG 12 1959
FOR [illegible]

I-78(39)

OREGON STATE HIGHWAY DEPARTMENT
(date)

August 10, 1959

(CONTRACT NO.) 5119	(EST. NO.)	(CONTRACTOR)
5119	14 Final	Warren Northwest, Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19185	12935	$17,818.33	8/6/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 140 workdays from March 9, 1959

Time Extensions: None of record

Completion Date: May 15, 1959

Date Accepted: July 2, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: August 11, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: AUG 11 1959

NOTED ON CARD

6

RECEIVED
JUL 20 1959
FOR FILING

[illegible]

5119

July 17, 1959

Federal Insurance Company
Rodgers Insurance Agency, Inc.,
803 Title & Trust Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5119 for paving the Myrtle Creek-Fords Bridge Section of Pacific Highway in Douglas County was completed by the contractor, Warren Northwest, Inc., on May 15, 1959, and was formally accepted by the Highway Commission on July 2, 1959.

Final payment in the amount of $17,818.33 will be released to the contractor on or after July 27, 1959. The total contract amount is $593,944.44, of which amount $4,545.41 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Federal Insurance Company
Bonding Department
320 California Street
San Francisco 4, California

RECEIVED
JUN 29 1959
FOR FILING

[illegible]

[illegible]

June 25, 1959

Federal Insurance Company
Rodgers Insurance Agency, Inc.,
803 Title & Trust Bldg.,
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc., on contract #5119, covering paving the Myrtle Creek-Fords Bridge Section of Pacific Highway in Douglas County.

This payment, in the amount of $33,227.14 will be released to contractor on or after July 6, 1959. The retained percentage is $17,818.33,

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

Form E-1—(Rev.)—10M—3-50

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 12, 1959

Section Myrtle Creek - Fords Bridge

Highway Pacific County Lane

Contractor Warren Northwest, Inc.

Date of contract Feb. 27, 1958

Date work started Mar. 13, 1958

Project authorization $ 697,806.00

Exclusive of engineering $ 648,184.24

Kind of work Paving

Section prefix 10-1044

Contract number 5119

Specified work days 140

Work days used 127

Per cent of time elapsed 91 %

Estimated cost of completed project, exclusive of engineering $ 598,380.31

Estimated per cent ~~overrun~~ or underrun 7.6 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 49,621.76

Engineering cost to date $ 40,916.44, 83 %

Date project was completed May 15, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Final estimate completed and shipped to Division Office.

NOTED

CONSTRUCTION DIVISION
RECEIVED
JUN 15 1959
NOTED-- ☐ CE ☒ ACE ☒ ACE ☒ ☒ COE

Signed C C Gall

Address 1920 Franklin Blvd, Eugene

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		6.09			6.09
Miles partially completed		All			all
Miles completed		"			"
Total estimated quantities (contract)		137,400			5,300 ton
Total quantities corrected to date		139,408			50,906
Estimated quantities moved or placed to date		all			all
Average daily quantities		COMPLETED			
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN - 8 1959
FOR FILING

I-78(39)

5119

June 8, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed May 15, 1959, on Contract No. 5119, Myrtle Creek-Fords Bridge Section in Douglas County, in connection with Federal Aid Project No. I-5-2(15)103[I-78(39)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:mfh

cc: Clarence G. Swenson

A

RECEIVED
R 15 1959
FOR FILING

I-75([illegible])

5/19

April 13, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: 08-35.4
Project I-5-2(15)103
Myrtle Creek-Fords Bridge Section
Order for Extra Work No. 7

Dear Sir:

We are re-submitting Order for Extra Work No. 7 on the subject project covering painting and reflectorizing sight posts.

This order was originally submitted for your approval on March 26, 1959. Since that date the sight posts have been placed, reflectorized on both sides. It was necessary for the contractor to go ahead with this work in order to maintain his construction schedule.

We can offer no logical alibi for reflectorizing all of the sight posts on both sides on a 4-lane divided highway. In this instance it was done.

We have checked the average cost of reflectorizing sight posts on one side and have determined that this is 30% of the cost of painting and reflectorizing. We are therefore asking that you reconsider this Order for Extra Work and approve it on the basis of 70% of the total cost.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

cc: L. H. Young

DBP:ia

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to:
08-35.4

April 8, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-2(15)103
Myrtle Creek-Fords Bridge Section,
Pacific Highway - Order for
State Force Work dated February 27,
1959. Paint and reflectorize both
sides of the Metal Sight Posts that
are to be furnished and installed
under Item No. 7, Contract No. 5119

Dear Sir:

Reference is made to the subject order and your letter of March 26, 1959.

We consider the reflectorizing of both sides of sight posts on a 4-lane divided section to be both unnecessary and uneconomical. We would, however, approve the painting of both sides and the reflectorizing of one side of the posts.

Under these circumstances, we are returning all copies of the order.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

Probert
Edw will stop this
Coop

Enclosures

RECEIVED
APR - 9 1959
OFFICE OF
[illegible]

R EIVED
[illegible] 7 - 1959
FOR FILING

I-78 (39)

5119

April 6, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Oregon 1-52 (15) 103,Old 1-78 (39)
Myrtle Creek-Fords Bridge Section
Pacific Highway
Experimental Section

Dear Sir:

The initial report requested on the subject experimental section is attached.

The memorandum, "Reports on Experimental Projects", dated November 6, 195[illegible], was followed as a general guide. Accordingly, the attached data has been divided on a "Preconstruction" and "Postconstruction" basis.

This section has been placed on the active experimental lists, and reports will be submitted periodically. Identifying roadside markers have been placed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

cc Mr. W. C. Williams
Mr. Tom Edwar

GLD:lg fn

EXPERIMENTAL PROJECT: Oregon
Skid Resistance Project I-5-2 (15) 103
Old: I-78 (39)

CONSTRUCTION REPORT

No. 1

Inspection Date April 1, 1958

This section placed on the north bound lane only between Stations 251+20 and 271+00. The mix was placed October 16, 1958.

Station 251+20 to 257+80 was sealed with a brown sand mix, applied at a temperature of 300 degrees. Spreading was by hand methods with complete coverage. No rolling. Inspection on April 1, 1959 showed some pitting had developed.

Station 257+80 to 264+40 sealed with SS-1 emulsion, cutback with water on a half and half basis, then applied at 0.20 gallons per square yard. No cover aggregate. No pitting evident on this section.

Station 264+40 to 271+00 was left open, unsealed. Considerable pitting has developed on this section.

The two seals were applied on November 20, 1958 and opened to traffic on the same date.

Extraction Tests During Construction

Screen Size	Sample No. 1 % Ret.	Sample No. 2 % Ret.
½	18.8	21.5
¼	31.5	27.5
#4	10.6	10.1
10	20.0	20.7
40	10.7	11.6
80	1.7	1.9
200	0.8	0.9
Pass 200	2.2	2.0
AC	3.7	3.8

Skid tests to be run and included in next construction report.

EXPERIMENTAL PROJECT: Oregon
Skid Resistance Project I-5-2 (15) 103
Old: I-78 (39)

INITIAL - PRECONSTRUCTION REPORT

Report No. 1

Date April 2, 1959

Douglas County	State of Oregon
U. S. Route No. 99	Douglas County
Pacific Highway	Project - I-78 (39)

Myrtle Creek to Fords Bridge
Station 251+20 to Station 271+00
Mileage of test section: 0.1856

Nature and objective of experiment:

To observe results of the upper 2 inches of asphaltic concrete pavement from which a substantial measure of the fines have been removed and the asphalt content reduced, with the object in view of reducing flushing of pavement with consequent better skid resistance characteristics. Laboratory mix design was as follows:

¾ to ¼	47%
¼ to 0	31%
10 to 0	18%
AC	4%

Three different sections were constructed for comparison.

Station 251+20 to 257+80 to be sealed with a brown sand mix.

Station 257+80 to 264+40 to be sealed with an SS-1, with residual asphalt to be between .06 and .07 of a gallon per square yard. No cover aggregate.

Station 264+40 to 271+00 to be left open, no seal.

Typical cross section through this section:

2" AC	-	Special Mix
2" AC	-	Regular Class "B" Mix
2" 3/4"-0	-	Level Course
6" 1½"-0	-	Crushed Base
18"	-	Selected Rock Subgrade

Drainage is good.

Construction Methods: No change in regular surfacing construction.

Aggregate Source: A gravel bar on the westerly side of the Umpqua River and adjacent to the highway at Station 3440, known locally as the "Weaver Gravel Bar". The producer and contractor was Warren Northwest, Inc. of Portland, Oregon. Asphalt was furnished by Douglas Oil Company, Los Angeles.

Traffic over this section is classified as very heavy, with all types of vehicles. Projected 1975 ADT is 15,000.

This is the first experimental section of this type.

Sketch map is attached. (Title sheet of Myrtle Creek-Fords Bridge Paving Project).

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to
08-35.4

March 17, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon I-5-2(15)103, Old I-78(39)
Myrtle Creek-Fords Bridge Section
Pacific Highway-Experimental Section

Dear Sir:

Our Washington office has requested that the subject experimental section be placed on the active experimental list and reports submitted periodically.

Please furnish us an initial report on this experimental section. As a general guide for the data needed in this report you should follow the memorandum, "Reports on Experimental Projects" dated November 6, 1950. This memorandum and report forms were forwarded to you with our letter, "Re: Oregon Experimental Projects", dated April 16, 1958.

The report should include the specification for size of aggregate and design mix.

It is requested that you place roadside markers to permit location and identification of the several experimental sections.

We are attaching a copy of a December 11, 1958 memorandum, "Oregon Skid Resistance Project I-5-2(15)103, Old I-78(39)", for your information.

Very truly yours,

CGPolk

C. G. Polk
Division Engineer

Encl.

RECEIVED
[illegible] 1959
OFFICE OF
STATE HIGHWAY ENGINEER

C
O
P
Y

BUREAU OF PUBLIC ROADS

December 11, 1958

08-00 Mr. B. M. French, Regional Engineer
Portland 8, Oregon

22-41 G. M. Williams, Assistant Commissioner
By: M. B. Christensen, Chief
Construction and Maintenance Division

Oregon Skid Resistance Project I 5-2(15)103
Old: I-78(39)

In the review of the construction details cited under "Remarks" of the fourth intermediate construction inspection report on the subject project, it is noted that an experimental section of asphaltic concrete pavement 3/8 of a mile long, has been placed in order to observe the nonskid characteristics of various types of surface finish. This section has an open graded mix containing approximately 4 percent asphalt. One-third of this section has been sealed with SS-1 emulsified asphalt, the second third does not contain any seal and the remainder has a seal of oil treated sand.

As the importance of skid resistance on roadway surface has been recognized for many years, we are gratified to learn that the State is experimenting along this line since there has been only a limited amount of experimentation on this subject, by the States. Several State departments are using natural sand fine aggregate in high-type bituminous surface in an attempt to "build-in" skid resistance and have obtained satisfactory results. Also, the use of sand rock asphalt, for surfacing and de-slicking treatment is becoming more prevalent, although, the limited availability of this material has imposed restrictions on its use. We feel that additional experimentations will have to be undertaken to develop effective de-slicking treatments (fine grained sand type and seal coats) and the build-in of skid resistance before conclusions on the effectiveness of nonskid materials can be obtained.

To assist us in our evaluation on the type of skid resistance surfaces used, please place this project on your active experimental list and submit reports periodically. We would also appreciate receiving the State's construction report along with any other papers they may have which are pertinent to the experiment, such as (1) service behavior reports, (2) speed test reports by type of vehicle used, (3) reports on similar experimental projects, etc.

Should this State or any other State in your region propose to establish another additional experimental skid resistance project, the Washington office should be informed, well in advance of the submission of the PS&E, in order that our recommendations on this type of experiments be considered.

A

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MAR 30 1959

FOR FILING
I 78 (39)

5119

March 26, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering painting and reflectorizing sight posts on the Myrtle Creek-Fords Bridge Section of the Pacific Highway in Douglas County, Contract No. 5119, in connection with Federal Aid Project No. I-5-2(15)103 [I-78(39)].

This work is necessary to outline the highway for safe driving.

The contract was awarded prior to the policy of including painting and reflectorizing sight posts in the contract items. In compliance with the request of the Bureau of Public Roads, the contractor has been requested to do this work.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

A

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JAN 29 1959
FOR FILING
I 78 (29)

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

5 11

Section Myrtle Creek-Fords Bridge Highway Pacific

County Douglas MP ______ to MP ______ Contractor Warren Northwest

Resident Engineer Gall Inspector ______

Date Completed September, 1958 Date Reported January 29, 1959

Type and Thickness of Wearing Surface 4" B A. C. ____ Oil Mat ______ Seal.

N, [✓ S,] E, W from MP or Sta. Bridge							[✓ N,] S, E, W from MP or Sta. 326+00						
Mile	Wheel Count	Outside Lane Roughness		Inside Lane Test Run On			Mile	Wheel Count	Outside Lane Roughness		Inside Lane Test Run On		
		Total	Per Mile	Top	Total ~~Base~~	Per Mi ~~Seal~~			Total	Per Mile	Top	Total ~~Base~~	Per Mi ~~Seal~~
1	750	74	74	x	92	92	1	750	77	77	x	77	77
2	1500	146	72	x	164	72	2	1500	167	90	x	152	75
3	2250	208	62	x	238	74	3	2250	249	82	x	229	77
4	3000	270	62	x	303	65	4	3000	315	66	x	295	66
5	3750	341	71	x	374	71	5	3750	386	71	x	362	67
6	4500	415	74	x	446	72	6	4500	463	77	x	438	76
Average Roughness Per Mile Outside Lane					69"		Average Roughness Per Mile Outside Lane					77"	
Average Roughness Per Mile Inside Lane					74.3"		Average Roughness Per Mile Inside Lane					73"	

Remarks: Rides well at 50 mph with test vehicle (3/4 ton P.U.). Roughness is widely spaced. Noted mostly at taper sections and some joints. Mile 2 on outside lane northbound, roughness due to poor connection of top course laid over temporary surface with new work.

To 75 - Good
75-100 - Fair
Over 100 - Poor

CC: Deputy Highway Engineer✓
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

SIGNED
FORREST COOPER

RECEIVED
OCT 27 1958
FOR FILING
[illegible]
[illegible]

October 23, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering removal of existing road connection on the Myrtle Creek-Fords Bridge Section of the Pacific Highway in Douglas County, Contract No. 5119, in connection with Federal Aid Project No. I-5-2(15)103.

It is necessary to remove the existing connection to the old highway at Station 273+00 before the contract can be completed.

This is a paving contract with no item covering the necessary grading work to remove the connection.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CN:bb

Encl.

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OCT 22 1958
FOR FILING

October 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering reshaping, drainage and topsoiling an island on the Myrtle Creek-Fords Bridge Section of the Pacific Highway in Douglas County, Contract No. 5119, in connection with Federal Aid Project No. I-5-2(15)103, [I-78(39)].

This work is necessary to finish the island at the north end of the project. This work is not included in the paving contract. It is desirable, however, to do the work before paving is completed for protection at the end of the island and, by preparing the island for planting, eliminate later hazard.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmw

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OCT 23 1958
FOR FILING

[illegible]

5119

October 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering widening the fill, Station 3387 to Station 3389 on the Myrtle Creek-Fords Bridge Section of the Pacific Highway in Douglas County, Contract No. 5119, in connection with Federal Aid Project No. I-5-2(15)103, [I-78(39)].

The grading contractor could not widen the fill at this location as it would cover part of the existing traffic lanes. It is now necessary to widen the fill to complete the shoulder of the new highway, which will reduce the present lane to a one-way traffic use.

No provision for this work was made in the contract.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmw

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 24, 1958

SUBJECT: Myrtle Creek-Fords Bridge Section
Pacific Highway
Contract No. 5119

To:

Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

We have been instructed by Mr. Forrest Cooper, Deputy State Highway Engineer, to lay some experimental pavement on the subject named section. The experimental sections shall be as follows:

1. One-eighth of a mile section with 2-inch thick lower course and a 2-inch thick open mix.

2. One-eighth of a mile section the same as No. 1, except that it shall have applied to it a brown sand filler or seal.

3. The same as No. 1 above, except it shall have applied to it a black emulsion seal using SS-1 emulsion with residual asphalt to be between the rate of .06 and .07 of a gallon per square yard.

The above contemplates that the lower course in each case will be of our regularly designed mix and that the upper 2 inches will be of a mix in which a substantial measure of the fines have been removed and the asphalt content reduced. Please see that these sections are so identified that they can be referred to later and a record of their performance determined.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

cc Forrest Cooper ✓
G. W. Harra
G. L. Decker

NOTED
FORREST COOPER

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[illegible] 1958
OFFICE OF
[illegible] ENGINEER

5119

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FOR FILING

Monthly Transaction No. 6-33	(12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
Project Report No. 1-78(39)	**FEDERAL-AID PROJECT AGREEMENT**	County Douglas
		Project No. I-5-2(15)103 (I-78(39) - Old)

5119 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Myrtle Creek to Fords Bridge Section of the Pacific Highway (US-99).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	11/19/57	-
Rights-of-Way		
Construction	1/22/58	6.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 676,899.00	Federal funds $ 625,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By M M McSoa

Chairman, State Highway Commission
(title)

By

Member, State Highway Commission
(title)

By

Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer June 23, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Myrtle Creek-Fords Bridge Section, Project No. I-5-2(15)103, [I-79(39) - Old].

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RHC:nm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Myrtle Creek - Fords Bridge Section
Pacific Highway
Douglas County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5119 Warren Northwest, Inc. 2-27-58

DATE OF COMPLETION: 140 workdays from 3-9-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Myrtle Creek-Fords Bridge Section, Project No. I-78(39).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HHC:lsr

Oregon State Highway Department

Federal Aid
Project No. I-78(39)

MYRTLE CREEK-FORDS BRIDGE SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code P.E.

Preliminary Engineering	All Required		$ 10,000.00

Type Code 6201
Roadway (Sta. 3387+00 thru equa. 3460+12.63=63+09.98 to Sta. 326+00)(Contract No. 5119)

Concrete Curbs	20	cu.yds.	50.00	$ 1,000.00
Concrete in Islands	50	cu.yds.	45.00	2,250.00
1¼-inch Electrical Conduit	430	lin.ft.	1.00	430.00
2-inch Electrical Conduit	30	lin.ft.	1.50	45.00
Metal Guard Rail	29,000	lin.ft.	2.49	72,210.00
Metal Median Barrier	10,500	lin.ft.	3.68	38,640.00
Metal Sight Posts	260	only	2.35	611.00
Median Fence	14	rods	7.00	98.00
Coarse Crushed Material in Base	97,400	cu.yds.	1.31	127,594.00
3/4" - 0 Material in Base	34,400	cu.yds.	1.41	48,504.00
Sprinkling	4,900	M-gal.	2.00	9,800.00
Preparation of Base	All	Required		1,500.00
3/4" - 0 Material in Binder Course	2,200	cu.yds.	2.75	6,050.00
RC-3 Asphalt	360	tons	45.00	16,200.00
Asphaltic Concrete Mixture	51,300	tons	2.85	146,205.00
85-100 Asphalt in Mixture	3,080	tons	35.00	107,800.00
Furnishing and Placing Aggregates	3,400	cu.yds.	2.75	9,350.00
120-150 Asphalt	260	tons	42.50	11,050.00
RS-1 Asphalt	80	tons	47.00	3,760.00
Asphaltic Concrete Traffic Markers	900	lin.ft.	.75	675.00
				$603,772.00
Flagging (57½% of Contractors Cost)	All	Required		2,500.00
	Subtotal			$606,272.00
	10% Engr. & Cont.			60,627.20
	Total			$666,899.20

Length of Roadway. . . . . 6.102 miles
Length of 5 Structures . . . . 0.047 mile
Length of 2 Structures . . . . 0.136 mile (exception)
Total Length . . . . 6.285 miles
Cost of Roadway per mile $109,291.90

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 10,000.00	$ 9,000.00	$ 1,000.00
Roadway	666,899.20	616,000.00	50,899.20
	$ 676,899.20	$625,000.00	$ 51,899.20

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws 1920;
Chap. 529, laws, 1939

State Funds for Maint: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. I-78(39)

MYRTLE CREEK-FORDS BRIDGE SECTION OF THE

PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 17, 1958

Type Code P.E.

Preliminary Engineering	All Required		$22,000.00

Type Code 6201
Roadway (Sta. 3387+00 thru Eq. 3460+12.63 = 63+09.98 to Sta. 326+00)

Concrete Curbs	20 cu. yds.	$50.00	$ 1,000.00
Concrete in Islands	50 cu. yds.	45.00	2,250.00
1¼ inch Electrical Conduit	430 lin. ft.	1.50	645.00
2 inch Electrical Conduit	30 lin. ft.	2.00	60.00
Metal Guard Rail	29,000 lin. ft.	3.00	87,000.00
Metal Median Barrier	10,500 lin. ft.	4.50	47,250.00
Metal Sight Posts	260 only	3.00	780.00
Median Fence	14 rods	5.50	77.00
Coarse Crushed Material in Base	97,400 cu. yds.	1.75	170,450.00
3/4" - 0 Material in Base	34,400 cu. yds.	1.90	65,360.00
Sprinkling	4,900 M-gal.	3.00	14,700.00
Preparation of Base	All Required		3,000.00
3/4" - 0 Material in Binder Course	2,200 cu. yds.	3.25	7,150.00
RC-3 Asphalt	360 tons	45.00	16,200.00
Asphaltic Concrete Mixture	51,300 tons	3.35	171,855.00
85-100 Asphalt in Mixture	3,080 tons	36.00	110,880.00
Furnishing and Placing Aggregates	3,400 cu. yds.	4.00	13,600.00
120-150 Asphalt	260 tons	45.00	11,700.00
RS-1 Asphalt	80 tons	47.00	3,760.00
Asphaltic Concrete Traffic Markers	900 lin. ft.	1.00	900.00
			$728,617.00
Flagging (57½% of Contractor's Cost)	All Required		2,500.00
	Subtotal		$731,117.00
	10% Engr. & Cont.		73,111.70
	Total		$804,228.70

Length of Roadway	6.102 Miles
Length of 5 Structures	0.47 Mile
Length of 2 Structures	0.136 Mile (Exception)
Total Length	6.285 Miles
Cost of Roadway per Mile	$131,797.55

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 22,000.00	$ 20,000.00	$ 2,000.00
Roadway	804,228.70	743,000.00	61,228.70
	$826,228.70	$763,000.00	$63,228.70

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FOR FILING

FORM E-30X—87,500—8-50—86655

1-78(39)
5119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 13, 1958

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

SUBJECT:

The subcontract between Warren Northwest and Transport Service covering the hauling only of Items 9 and 10 on the Myrtle Creek-Fords Bridge Contract, No. 5119, Oregon I-78 (39) is approved and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

Attachments

cc: Forrest Cooper
C. G. Polk (2)

Note: Two previous subcontracts amounting to $57,309. This one for $16,475 for a total of $73,784 or 12.2%

RECEIVED
JUN 16 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28th, 1958

SUBJECT:

To:
Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

I have a copy of Mr. Gall's letter of May 23rd regarding the reluctance of Warren Northwest, Inc. and the Transport Service to file a subcontract for transporting of mineral aggregate on the Myrtle Creek-Umpqua Bend project.

The Bureau of Public Roads' regulations under which we operate on the interstate system are stringent, so stringent in fact that the Bureau of Public Roads can refuse to participate in the cost of construction unless the rules regarding subcontracting are complied with. The instant case is a peculiar one in that the prime contractor has engaged the corporation which operates under a common carrier permit. However, in discussing this matter with Mr. Singleton of the Public Utilities Commission, he informs me that the hauling of mineral aggregate or gravel does not require filing of a rate schedule with the P.U.C. and hence, is a product that could be hauled at a rate mutually agreed upon between the common carrier and the prime contractor, and that such an agreement would not jeopardize their P.U.C. rights. Further, in the instant case, we find that such an agreement has been entered into, which is, in effect, a subcontract, as evidenced by a letter of May 27th from Mr. Wm. R. Laverne to Warren Northwest, Inc. It will, therefore, be necessary that the agreement be submitted in subcontract form prior to release of the next estimate.

Tom Edwards
Tom Edwards
Construction Engineer

TE:AR

cc to:
Forrest Cooper
C. G. Polk
Jim Singleton - P.U.C.

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Transport Service
P. O. Box 5337
Portland 6, Oregon

FORM E-138

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR 1 1958
FOR FILING
I-78(39)
5119

Mar. 31, 1958

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5119, awarded Feb. 27, 1958, for paving on the Myrtle Creek-Fords Bridge Section of the Pacific Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 31st, 1958

SUBJECT:

To: Mr. Ivan Merchant
Bridge Engineer
Office

We have checked with Warren Northwest who have the contract for surfacing the Myrtle Creek-Umpqua Bend Section of the Pacific Highway. They state that their anticipated completion date is August 1, 1958. The Myrtle Creek Bridge should be complete by that date since this section will not be usable without that bridge being in place.

Tom Edwards
Construction Engineer

TE:AR

cc to: Forrest Cooper ✓

NOTED
FORREST COOPER

RECEIVED
MAR 31 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 26 1958
"FOR FILING"

5119

March 25, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering state share of flagging costs on the Myrtle Creek-Fords Bridge Section of the Pacific Highway in Douglas County, Contract No. 5119, in connection with Federal Aid Project No. I-78(39).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:cr

RECEIVED
MAR 19 1958
FOR FILING

5119

March 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 13, 1958, on Contract No. 5119, Myrtle Creek-Fords Bridge Section, in Douglas County, in connection with Federal Aid Project No. I-78(39).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DHP:ia

RECEIVED
MAR 17 1958
FOR FILING
I-78 (39)
5119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 14, 1958

SUBJECT:

To: Mr. H. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between Warren Northwest Incorporated and Cushing Brothers covering Items 1 and 2 on the Myrtle Creek-Fords Bridge Contract, No. 5119, Oregon I-78 (39) is approved and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

Attachment

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract on this project and amounts to $3,250 or 0.5%

NOTED
FORREST COOPER

RECEIVED
MAR 14 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 17 1958
FOR FILING

I-78 (39)

5119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 14, 1958

SUBJECT:

To:

Mr. M. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between Warren Northwest Incorporated and Vern Hoaglin covering installation only of Items 5 and 6 and all of Items 7 and 8 on the Myrtle Creek-Fords Bridge Contract, No. 5119, Oregon I-78 (39) is approved and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

Attachment

cc: Forrest Cooper
C. G. Polk (2)

Note: One previous subcontract for $3,250.00. This subcontract amounts to $54,059 making a total of $57,309 or 9.5%.

RECEIVED
MAR 14 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 3 - 1958
FOR FILING
[illegible]
[illegible]

March 3, 1958

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, awarded to you State Highway Contract No. 5119 for paving on the Myrtle Creek-Fords Bridge Section of the Pacific Highway in Douglas County.

This award was based on your bid of $603,774.00 which was the low bid submitted to the Commission on February 6, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Prebert
R. G. Savage (SIAC)

RECEIVED
MAR 5 - 1958
FOR FILING
[illegible]
08.35
5119

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 27, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 5119 for Oregon Project I-78(39), Myrtle Creek-Fords Bridge (Paving) Section of the Pacific Highway, to Warren Northwest, Inc. of Portland, Oregon, low bidder in the amount of $603,772.00 at the February 6, 1958 bid opening.

Very truly yours,
CGPolk
C. G. Polk
Division Engineer

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT I-78(3-)

8114

08-35

January 22, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-78(39), Myrtle Creek-Fords Bridge Section, Pacific Highway, Douglas County (Paving). This is to authorize your advertising for bids.

Very truly yours,

G Polk

C. G. POLK
Division Engineer

111-4210 Lonerock Jct.-Eightmile 1958
Sec. of Wasco-Heppner Hwy.
#5120

RECEIVED
NOV 12 1958
FOR FILING
111-4210
5120

W. C. Williams

NOTED
W. C. WILLIAMS

November 3, 1958

FINAL COST ANALYSIS
OILING

Lonerock Junction-Eightmile
Contract No. 5120

Contractor: Russell Olson Const. Co.
Resident Engineer: Keats Oliver

Wasco-Heppner Highway
Prefix No. 111-4210

Item	Quantity	Unit	Unit Bid $	Unit Cost $	Total Cost $	Gross Revenue $
1. Preparation of base	20.51	Mile	50.00	38.13	782.20	1,025.50
2. Hauling aggregates	9,686.	Mile	.15	.18	1,776.57	1,452.90
3. Placing aggregates	3,670	Cu. Yd.	.70	.47	1,731.68	2,569.00
4. 120-150 Asphalt	306.64	Ton	43.00	40.02	12,275.74	13,185.52
Force Account (State participation in flagging)					95.50	95.50
					16,661.69	18,328.42

Gross Revenue	$ 18,328.42
Total Cost	16,661.69
Net Profit	$ 1,666.73

Net Profit equals 9.09% of gross revenue.

RECEIVED
NOV 1[illegible] 1958
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COST

Labor		
Labor and supervision	$ 2,257.84	
labor insurance and health & Welfare	200.00	$ 2,457.84
Equipment Rental & Miscellaneous Supplies		
Equipment Rental, owned	776.37	
Equipment Rental, hired	1,134.34	
Gas, oil and grease	328.99	
Small Tools and misc. Supplies	281.92	
Freight on asphalt	2,678.14	
Bond	96.66	
Home Office and general overhead	549.85	5,846.27
Materials		
120-15- Asphalt 306.64 Ton @ $27.25	8,357.58	8,357.58
Total Cost		$ 16,661.69

Remarks:

This was a "State Project" consisting of the construction of 20.51 miles of type 0.30 oil mat wearing surface on the Lonerock Junction-Eightmile Section of the Wasco-Heppner Highway in Gilliam and Morrow Counties.

This project was bid on February 6, 1958, awarded February 27, 1958 and completed June 4, 1958.

The contractor moved his equipment onto the project and began oiling Monday, June 2, 1958. The weather for oiling was fair but work progressed rapidly and was finished on June 4, 1958.

The contractor made a good profit although the cost of hauling aggregates was greater than the bid.

M. N. Juve
Chief Cost Analyst

By

G. K. Hanson

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 11, 1958

(CONTRACT NO.) [illegible]	(EST. NO.)	(CONTRACTOR)	
5120	2 Final	Russell Olson Construction Co. Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15385	H217074	$ 649.67	7-11-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from Mar. 9, 1958

Time Extensions: None

Completion Date: June 4, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Aug. 4, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 4 1958
GKW.

NOTED ON CARD
em

RECEIVED
JUL 11 1958
FOR FILING

July 10, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 5120 for oiling on the Lonerock Junction-Eightmile Section of the Wasco-Heppner Highway in Gilliam and Morrow Counties was completed by the contractor, Russell Olson Construction Co., Inc., on June 4, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $649.67 will be released to the contractor after acceptance by the Commission. The total contract amount is $18,328.42, of which amount $95.50 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work an remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: Penland-Williamson Agency
Pendleton
Oregon

NOTED ON CARD
om

Form E-1—10M

111-4210

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 6, 1958

Section Lonerock Jct. - Eightmile

Kind of work Oiling

Highway Wasco - Heppner County Gilliam & Morrow

Section prefix 111-4210

Contractor Russell Olson Const. Co., Inc.

Contract number 5120

Date of contract February 27, 1958

Specified work days 100

Date work started June 2, 1958

Work days used 14

Project authorization . . . . . . $ 32,687.66

Exclusive of engineering . . . . . $ 30,363.21

Per cent of time elapsed 14 %

Estimated cost of completed project, exclusive of engineering . . . . $ 27,514.72

Estimated per cent overrun or underrun . . . . -9 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . $ 2,324.45

Engineering cost to date $ 540, 15 %

Date project was completed June 4, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Oiling started Monday morning, completed Wed. afternoon.

CONSTRUCTION DIVISION
RECEIVED
JUN 09 1958
NOTED CE ACE ACE COE

NOTED
C. E. PAULSEN

Noted
M. N. Juve

Signed Keats Oliver

Address Keats Oliver, Box 355, Condon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				20.51	
Miles partially completed					
Miles completed				20.51	
Total estimated quantities (contract)				330	
Total quantities corrected to date				307	
Estimated quantities moved or placed to date				307	
Average daily quantities				102	
Average daily quantities necessary to complete project on time				0	
Number shifts per day				1	
Hours per shift				9	
Average force on project for week				16	
Men				7	
Supervision				1	
Men and trucks under 3 tons					
Men and trucks over 3 tons				8	
Men and tractors					

Equipment used during week: Shovels ...., Power graders 1, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., Loader 2, Distributer 1 ....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Partly Cl'dy		
Tuesday	"		
Wednesday	Fair		
Thursday			
Friday			
Saturday			

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 18 1958
FOR FILING

11-4310

[illegible]

Mar. 17, 1958

Russell Olson Construction Co., Inc.
144 S. E. First St.
Pendleton, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5120, awarded Feb. 27, 1958, for oiling on the Lonerock Junction-Eightmile Section of the Wasco-Heppner Highway in Gilliam and Morrow Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 2 - 1958

FOR FILING

5120

March 3, 1958

Russell Olson Construction Co., Inc
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, awarded to you State Highway Contract No. 5120 for oiling on the Lonerock Junction-Eightmile Section of the Wasco-Heppner Highway in Gilliam and Morrow Counties.

This award was based on your bid of $19,332.50 which was the low bid submitted to the Commission on February 6, 1958 for this project. Contract forms will be sent to you for execution within the next few days

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

12-8318 Long Cr.-Beech Cr. Summit 1958
Rock Prod. Proj.
#5121

PRODUCT OF Amfile® EST. 1868 KANKAKEE, ILL. AMBERG FILE & INDEX CO.
No. RK761TN34

RECEIVED
FEB 6 1959
FOR FILING

NOTED
W. C. WILLIAMS

W. C. Williams

February 3, 1959

NOTED
W. C. WILLIAMS

Contract No. 5121

FINAL COST ANALYSIS
Long Creek-Beech Creek Summit
Rock Production
Contractor - Barney Helser Rock Production
Resident Engineer - Thomas A. Bradd

Pendleton-John Day Highway
Prefix 12-8318

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
½"-¼" Crushed Material in Stockpile	3,326.98	Cu. Yd.	$3.45	$3.19	$10,615.07	$11,478.08
¼"-#10 Crushed Material in Stockpile	3,236.5	Cu. Yd.	3.45	3.19	10,329.74	11,165.93
Haul Adjustment Favor of State	106	Yd. Mi.	.10			- 10.60
					$20,944.81	$22,633.41

Gross Revenue	$22,633.41
Total Cost	20,944.81
Profit	$ 1,688.60

Net Profit Equals 7.4% of Gross Revenue.

RECEIVED
FEB - 5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Long Creek-Beech Creek Summit
Contract #5121

Detail of Cost

LABOR:

Labor	$7,756.55	
Labor Insurance	620.52	
Health and Welfare	232.70	$ 8,609.77

EQUIPMENT RENTALS AND MISCELLANEOUS SUPPLIES:

Equipment Rental Owned	$5,201.24	
Equipment Rental Hired	1,500.00	
Gas, Oil and Grease	1,926.07	
Bond	169.75	
P U C	32.50	
PL & PD Insurance	116.92	
Small Tools and Miscellaneous Supplies	122.40	
Freight and Cartage	290.16	
Amount Paid for Drilling and Shooting Quarry	2,297.00	
Home Office And General Overhead	679.00	$12,335.04
		$20,944.81

LONG CREEK-BEECH CREEK SUMMIT SECTION
CONTRACT NO. 5121

REMARKS:

This was a State project calling for crushing and stockpiling 6,563 cubic yards of crushed material to be used in State maintenance operations on the Long Creek-Beech Creek Summit Section of the Pendleton-John Day Highway in Grant County.

The contract was bid February 6, 1958, awarded February 27, 1958, work started March 11, 1958 and the project was completed July 25, 1958.

The contractor moved in one tractor and dozer and started stripping the quarry on March 11, 1958, which required two days. The drilling crew started drilling the quarry, located on the westerly side of and 0.1 mile from the highway at M.P. 95.6, with a compressor and a wagon drill. It required approximately eight days to complete the drilling. The drill holes were not loaded with powder due to the rain and snow and the shooting of the quarry was postponed until spring. The contractor started moving in the crushing plant and had the jaw crusher set up when the inclement weather halted the operation.

The contractor moved the balance of his crushing equipment to another project in the southern part of the State.

The contractor returned to this project June 19, 1958 and started setting up the balance of the crushing plant, which was accomplished July 1. He started crushing July 7th, working two shifts per day until the project was completed, on July 25th. The equipment used was a portable four-crusher plant, one 3/4-cubic yard shovel, one 6 cubic yard dumptor, one D-7 cat and dozer and two 6 cubic yard trucks.

The contractor had good bid prices, good equipment, and fair supervision, realizing a good profit.

M. N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
SEP 17 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

September 12, 1958

(CONTRACT NO.) [illegible]	(EST. NO.)	(CONTRACT0R)	
5121	2 Final	Barney Helser Rock Production	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20884	H222789	$ 679.88	9-12-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 85 workdays from Mar. 9, 1958

Time Extensions: None

Completion Date: July 25, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 15, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 15 1958
GRW

NOTED ON CARD

RECEIVED

FOR FILING

[illegible]

5121

Sept. 2, 1958

CERTIFIED MAIL

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5121 for rock production on the Long Creek-Beech Creek Summit Section of the Pendleton-John Day Highway in Grant County was completed by the contractor, Barney Helber Rock Production, on July 25, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $679.88 will be released to the contractor after acceptance by the Commission. The total contract amount is $22,633.41, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

NOTED ON CARD
cm

Form E-1—10M

12-8518

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 25, 1958

Section Long Creek - Beech C reek Summit

Kind of work Rock Production

Highway Pendleton-John Day County Grant

Section prefix 12-8518

Contractor Barney Helser Rock Production

Contract number 5121

Date of contract Feb. 27, 1958

Specified work days 85

Date work started March 11, 1958

Work days used 38

Project authorization $24,451.88

Exclusive of engineering $22,713.08

Per cent of time elapsed 44.7%

Estimated cost of completed project, exclusive of engineering $22,713.08

Estimated per cent overrun or underrun + 2%

Per cent of contract completed, based on total contract price 100%

Engineering authorization $1,738.80

Engineering cost to date $1450.10, 82.2%

Date project was completed July 25, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished crushing on this project on Friday of this week. Contractor working on clean up and rebuilding forest service road that was severed by Contractors operations.

Field crew finished remeasuring stockpiles on friday of this week. We expect to send in Semi Final next week.

CONSTRUCTION DIVISION
RECEIVED
JUL 28 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Noted
M. N. Juve

Signed Thomas J Brodd Resident Engineer

Address John Day, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			6,300 C.Y.		
Total quantities corrected to date			6,500 CY		
Estimated quantities moved or placed to date			6,500 CY		
Average daily quantities			1000 C.Y.		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			2		
Hours per shift			8		
Average force on project for week			15		

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Compaction rollers 1 loader, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Warm		
Tuesday	Warm		
Wednesday	Warm		
Thursday	Warm		
Friday	Fair		
Saturday			

FORM E-128

RECEIVED
MAR 19 1958
FOR FILING

12-8210

5121

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Mar. 18, 1958

Barney Melser Rock Production
15535 N. W. Cornell Road
Beaverton, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5121, awarded Feb. 27, 1958, for rock production on the Long Creek-Beech Creek Summit Section of the Pendleton-John Day Highway in Grant County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 3 - 1958
FOR FILING

[illegible]
5121

March 3, 1958

Barney B. Helser Rock Production
15535 N. W. Cornell Road
Beaverton, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, awarded to you State Highway Contract No. 5121 for the Long Creek-Beech Creek Summit Rock Production Project on the Pendleton-John Day Highway in Grant County.

This award was based on your bid of $21,735.00 which was the low bid submitted to the Commission on February 6, 1958 for this project. Contract forms will be sent to you for execution within the next few days

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

12-4210 John Day-Bridgeport Jct. Sec. 1958

#5122

RECEIVED

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 22, 1959

(CONTRACT NO.) 5122	(EST. NO.)	(CONTRACTOR)	
5122	6 final	Calkins Crushing Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
576	H 233496	$2,309.91	1/21/59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Weisenhorn
ACCOUNTING DIVISION

Specified completion date: 100 workdays from Mar. 9, 1958

Time Extensions: None

Completion Date: Sept. 17, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: Claim of California-Pacific Utilities Co. for electric power furnished in amt. of $2,097.07.

Remarks:

Date: Jan. 23, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: JAN 23 1959

JC

NOTED ON CARD

gm

RECEIVED
JAN 9 - 1959
FOR FILING

Jan. 8, 1959

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5122, for oiling and rock production on the John Day-Bridgeport Junction Section of the John Day and Baker-Unity Highways in Grant and Baker Counties was completed by the contractor, Calkins Crushing Company, on Sept. 17, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $2,309.91 will be released to the contractor on or after Jan. 19, 1959. The total contract amount is $77,575.15, of which amount $190.40 represents force account items.

There are claims filed against this project, of which you have been previously notified, in the amount of $2,097.07.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
DEC 4 1958
FOR FILING

12-4.210

5122

Dec. 3, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Calkins Crushing Company in connection with Contract No. 5122, for oiling and rock production on the John Day-Bridgeport Junction Section of the John Day and Baker-Unity Highways in Grant and Baker Counties.

This payment, in the amount of $853.02, will be released to the contractor on or after Dec. 13, 1958. The retained percentage is $2,327.79.

There is a claim filed against this project by California-Pacific Utilities Company, of which you have been previously notified, in the amount of $2,097.07.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

A

RECEIVED
OCT 17 1958
FOR FILING

12 4210

5122

Oct. 16, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

It is the intention of the State Highway Commission to release to Calkins Crushing Company a portion of the funds heretofore retained by the Commission on Contract No. 5122, for oiling and rock production on the John Day-Bridgeport Jct. Section of the John Day and Baker-Unity Highways in Grant and Baker Counties.

This payment, in the amount of $20,184.75, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,301.41. The present payment will be released on or after October 27, 1958.

There is a claim filed against this project, of which you have been previously notified, in the amount of $2,097.07.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
OCT 2 1958
FOR FILING
12-4210

5122

October 1, 1958

Yokom and Campbell
Ogilvie Building
John Day, Oregon

Attention: Mr. J. R. Campbell

Gentlemen:

As requested in your letter of September 24, we have attached a certified copy of contract and bond No. 5122, awarded to Calkins Crushing Co.

The affidavit accompanying your letter states that California Pacific Utilities Company furnished electrical power to Calkins Crushing Company from April 4 to July 2, 1958, for a total value of $2,097.07.

Contract No. 5122 was completed September 17, 1958, but has not yet been accepted by the Highway Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

FAQ:fp

NOTED ON CARD

LAW OFFICES
YOKOM AND CAMPBELL
OGILVIE BUILDING
JOHN DAY, OREGON

ORVAL D. YOKOM
J. R. CAMPBELL

PHONE 95

September 24, 1958

Secretary of State
Salem
Oregon

Gentlemen:

Please find enclosed the Affidavit of Clay Roberts, one of the District Managers of the California Pacific Utilities Company requesting a certified copy of Highway Contract No. 5122 with the Calkins Crushing Company and the surety bond executed for the performance of said contract.

Please notify this law office or the California Pacific Utilities Company at John Day as to the date of the acceptance of the work by the State Highway Commission of contract No. 5122.

Very truly yours,

YOKOM & CAMPBELL

By:
J. R. Campbell

Completion 9-11-58
Not accepted

JRC/ca

cc: H. B. Glaisyer
Secretary, Oregon State Highway Commission
Salem, Oregon

United Pacific Insurance Company
223 Board of Trade Building
Portland 4, Oregon

RECEIVED
SEP 26 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
OMW

STATE OF OREGON)
: ss.
County of Grant)

I, CLAY ROBERTS, being first duly sworn on oath do depose and say:

That I am one of the District Managers for the California Pacific Utilities Company, a California Corporation.

That between the 4th day of April, 1958, and the 2nd day of July, 1958, the California Pacific Utilities Company furnished to the Calkins Crushing Company, a co-partnership, 61760 KWH of electric power for the agreed and reasonable value of $2097.07 and that no part of said amount has been paid by the Calkins Crushing Company to California Pacific Utilities Company. That said electric power was supplied for the prosecution of the work provided in State Highway Contract No. 5122 with the Calkins Crushing Company of Ocean Lake.

That this Affidavit is made pursuant to ORS 279.515 and ORS 279.512 and is to be considered as a request for a certified copy of State Highway Contract No. 5122 and the surety bond issued in connection therewith.

Clay Roberts

SUBSCRIBED and SWORN to before me this 24th day of September, 1958.

Notary Public for Oregon
My Commission Expires: 10-18-58

[illegible]

LAW OFFICES
YOKOM AND CAMPBELL
OGILVIE BUILDING
JOHN DAY, OREGON

ORVAL O. YOKOM
J. R. CAMPBELL

PHONE 98

September 24, 1958

Secretary of State
Salem
Oregon

Gentlemen:

Please find enclosed the Affidavit of Clay Roberts, one of the District Managers of the California Pacific Utilities Company requesting a certified copy of Highway Contract No. 5122 with the Calkins Crushing Company and the surety bond executed for the performance of said contract.

Please notify this law office or the California Pacific Utilities Company at John Day as to the date of the acceptance of the work by the State Highway Commission of contract No. 5122.

Very truly yours,

YOKOM & CAMPBELL

By:

J. R. Campbell

COPY

JRC/ca

cc: H. B. Glaisyer
Secretary, Oregon State Highway Commission
Salem, Oregon

United Pacific Insurance Company
223 Board of Trade Building
Portland 4, Oregon

NOTED
H. B. GLAISYER

REFERRED TO
Givens
BY SECRETARY

Please prepare a certified copy of the contract and a reply to this letter - also record on card.
HBG

RECEIVED
SEP 25 1958
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
                                     : ss.
County of Grant)

I, CLAY ROBERTS, being first duly sworn on oath do depose and say:

That I am one of the District Managers for the California Pacific Utilities Company, a California Corporation.

That between the 4th day of April, 1958, and the 2nd day of July, 1958, the California Pacific Utilities Company furnished to the Calkins Crushing Company, a co-partnership, 61760 KWH of electric power for the agreed and reasonable value of $2097.07 and that no part of said amount has been paid by the Calkins Crushing Company to California Pacific Utilities Company. That said electric power was supplied for the prosecution of the work provided in State Highway Contract No. 5122 with the Calkins Crushing Company of Ocean Lake.

That this Affidavit is made pursuant to ORS 279.515 and ORS 279.512 and is to be considered as a request for a certified copy of State Highway Contract No. 5122 and the surety bond issued in connection therewith.

Clay Roberts

SUBSCRIBED and SWORN to before me this 24th day of September, 1958.

Notary Public for Oregon
My Commission Expires: 10-18-58

Form E-1—10M

12-4210

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 26, 1958

Section John Day-Bridgeport Junction

Kind of work Oiling and Rock Production

Highway John Day & Baker-Unity County Grant & Baker

Section prefix 12-4210

Contractor Calkins Crushing Co.

Contract number 5122

Date of contract Feb. 27, 1958

Specified work days 100

Date work started March 24, 1958

Work days used 81

Project authorization . . . . . $ 105,554.25

Per cent of time elapsed 81.0 %

Exclusive of engineering . . . . $ [illegible]

Estimated cost of completed project, exclusive of engineering . . . . $ 98,048.17 $ 89,000.00

Estimated per cent [illegible] underrun . . . . 9.2 %

Per cent of contract completed, based on total contract price . . . 90.8 %

Engineering authorization . . . . $ 7,506.08

Engineering cost to date $ 6,200.00, 82.6 %

Date project was completed Sept. 17, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project was completed Sept. 17, 1958

The semi-final estimate is now being prepared and will be submitted early next week.

This is the final weekly report on this project.

CONSTRUCTION DIVISION
RECEIVED
SEP [illegible] 1958
NOTED

Signed L. C. Stratton
L. C. Stratton
Address Rand Bldg., Baker

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				39.09	
Miles partially completed					
Miles completed				39.09	
Total estimated quantities (contract)			12,000 cy	700 ton 6,650 cy	
Total quantities corrected to date			same	638 ton 6,514 cy	
Estimated quantities moved or placed to date			same	same	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
AUG 11 1958
FOR FILING

[illegible]

5122

file

August 4, 1958

United Pacific Insurance Company
Medical Arts Building
Tacoma, Washington

Gentlemen:

A letter has been received from California-Pacific Utilities Company, John Day, stating that Calkins Crushing Co. owes them the sum of $2,097.07 for electrical power furnished from April 4 to June 2, 1958 on what appears to be our Contract No. 5122, awarded to Calkins Crushing Co. for oiling and rock production on the John Day-Bridgeport Junction Section of the John Day and Baker-Unity Highways in Grant and Baker Counties.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Calkins Crushing Co.
Oceanlake, Oregon

Victor S. Risley Co.
223 Board of Trade Building
Portland 4, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD
em

FAQ:fp

RECEIVED
AUG 11 1958
FOR FILING

[illegible]
5122

August 4, 1958

California-Pacific Utilities Company
245 South Canyon Blvd.
John Day, Oregon

Attention: Mr. Clay Roberts
District Manager

Gentlemen:

This is in response to your letter of July 23 in which you state that Calkins Crushing Co. owes you $2,097.07 for electrical power furnished by your Company on a rock-crushing job in Prairie City. It appears that the contract to which you refer is our Contract No. 5122, awarded to Calkins Crushing Co., Oceanlake, for rock production and oiling on the John Day-Bridgeport Junction Section of the John Day and Baker-Unity Highways in Grant and Baker Counties.

The United Pacific Insurance Co., 223 Board of Trade Building, Portland 4, furnished the performance bond for this contract, which at this date has not yet been completed. The bond is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim against the bond for a period longer than six months following acceptance of the contract by the Highway Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in filing, we have attached excerpts from the Oregon Laws outlining the procedure. In the meantime the claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Ordinarily, we do not withhold contract payments unless requested to do so by the surety, due to the fact that the Supreme Court a few years ago ruled that such withheld payments would be subject to six percent interest.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

FAQ:fp

Enc.

NOTED ON CARD

CALIFORNIA-PACIFIC UTILITIES COMPANY

John Day, Oregon

July 23, 1958

Secretary Highway Commission
Salem, Oregon

Att. Mr. H. B. Glaisyer.

I would like to call to your attention at this time, that the Calkins Crushing Co. who contracted the rock crushing job in Prairie City, Oregon, your W. O. 3-3177, work which was performed between the dates of April 4, and June 2, 1958, has not paid us for the power purchased from us during this period, amounting to $2,097.07.

Any consideration given us by you people with regard to assisting us in collecting this bill would be appreciated. It is my understanding that your policy is to be assured that all outstanding bills contracted during a job of this nature be paid before final payment is made by the State, to the contractor.

I have talked with Mr. Lloyd Calkins in Ocean Lake, Oregon concerning payment of this account and he refrained from commiting himself as to when payment would be made or that it would be, stating he thought the bill was to high.

Your suggestions and comments would be appreciated.

Yours very truly

CALIFORNIA-PACIFIC UTILITIES COMPANY

By Clay Roberts
Clay Roberts
District Mgr.

cc- R. K. Evans - Baker

Lloyd Calkins - Ocean Lake, Oregon
Calkins Crushing Co.

RECEIVED
[illegible]
SALEM
STATE HIGHWAY COMMISSION

REFERRED TO
Glaisyer
~~BY SECRETARY~~
please prepare reply

NOTED ON CARD
m

FORM E-120

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 19 1958
FOR FILING
12-4210
5122

Mar. 18, 1958

Calkins Crushing Co.
Oceanlake
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5122, awarded Feb. 27, 1958, for oiling and rock production on the John Day-Bridgeport Junction Section of the John Day and Baker-Unity Highways in Grant and Baker Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 3 - 1958
FOR FILING

[illegible]

5122

March 3, 1958

Calkins Crushing Company
Box 547
Oceanlake, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, awarded to you State Highway Contract No. 5122 for oiling the John Day-Bridgeport Junction Section on the John Day and Baker-Unity Highways in Grant and Baker Counties and also furnishing crushed materials in stock piles.

This award was based on your bid of $81,244.40 which was the low bid submitted to the Commission on February 6, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

30-1067 Hermiston Guardrail Proj. 1958

#5123

RECEIVED
MAY 13 1958
FOR FILING

Filed

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 7, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
30-1687 ~~5123~~	2 Final	J. C. Denton & Sons	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9655	H211303	$ 173.56	5-7-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapmeske
ACCOUNTING DIVISION

Specified completion date: **50 workdays from Mar. 9, 1958**

Time Extensions: **None**

Completion Date: **Mar. 19, 1958**

Date Accepted: **Mar. 27, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **May 7, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: MAY 8 1958
Gpu

NOTED ON CARD
om

RECEIVED
APR 25 1958

FOR FILING

[illegible]

5123

Apr. 24, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

State Highway Contract No. 5123 for guard rail on the Hermiston Section of the Umatilla-Stanfield Highway in Umatilla County was completed by the contractor, J. C. Denton & Sons, on Mar. 19, 1958, and was formally accepted by the Highway Commission on Mar. 27, 1958.

Final payment in the amount of $173.56 will be released to the contractor on or after May 5, 1958. The total contract amount is $5,785.22, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: Durham & Bates Agencies, Inc.
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

RECEIVED
APR 3 1958
FOR FILING
30-1067
[illegible]

April 2, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. C. Denton & Sons in connection with contract No. 5123, for guard Rail on the Hermiston Section of the Umatilla-Stanfield Highway in Umatilla County. This payment, in the amount of $5,611.66, will be released to the contractor on or after April 12, 1958. The retained percentage is $173.56.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mm

cc: Durham & Bates Agencies, Inc.
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

Form E-1—10M—12-56

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

[illegible]

For Week Ending March 21, 1958, 19

Section [illegible]

Kind of work Guard Rail

Highway [illegible] County Umatilla

Section prefix [illegible]

Contractor J.C. [illegible]

Contract number [illegible]

Date of contract Feb. 27, 1958, 19

Specified work days 50 [illegible] beginning March 9, 1958

Date work started March 10 1958, 19

Work days used [illegible]

Project authorization $ 6,[illegible]

Per cent of time elapsed %

Exclusive of engineering $ [illegible]

Estimated cost of completed project, exclusive of engineering $ 58[illegible].7[illegible]

Estimated per cent ~~overrun~~ or underrun [illegible] %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ [illegible]

Engineering cost to date $ 440.00, 9[illegible] %

Date project was completed March 10, 19 58

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Painting [illegible]

[illegible].

CONSTRUCTION DIVISION
RECEIVED
MAR 24 1958
NOTED ☒ CE ☒ ACE ☐ ACE ☐ ☑ COE

Noted
A. N. Juve

Signed C. C. McKinney

Address P.O. [illegible] Hermiston

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 136

[illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.5
Miles partially completed					0.5
Miles completed					0.5
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8 -
Average force on project for week					1

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., . . . Painting equipment ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain	8	
Tuesday	"	8	
Wednesday	"	8	
Thursday	Overcast		
Friday	Fair		
Saturday			

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 18 1958
FOR FILING

[illegible]

5123

Mar. 17, 1958

J. C. Denton & Sons
Route 1, Box 1270
Beaverton, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5123, awarded Feb. 27, 1958, for Guard Rail on the Hermiston Section of the Umatilla-Stanfield Highway in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 3 - 1958
FOR FILING

[illegible]

5123

March 3, 1958

J. C. Denton & Sons
Route 1 Box 1270
Beaverton, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, awarded to you State Highway Contract No. 5123 for the Hermiston Guardrail Project on the Umatilla-Stanfield Highway in Umatilla County.

This award was based on your bid of $5,859.00 which was the low bid submitted to the Commission on February 6, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAY 21 1957
FOR FILING

FORM [illegible]
30-1167
5123

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15th, 1957

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Reply is made to your letter of April 25th re hazardous situation on the Umatilla-Stanfield Section.

I have finally been able to determine that the area referred to will be on the grade and alignment of any change or improvement which may take place on this highway.

Tom Edwards
Tom Edwards
Construction Engineer

TE:AR

8:10 Conference
5-21-57
File
W.W.S.

RECEIVED
MAY 15 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

Salem, Oregon
April 25, 1957

Hazardous section -
Umatilla-Stanfield Highway, No. 54

Mr. Tom Edwards
Construction Engineer
Department

I am attaching a file which refers to the so-called hazardous section on the Umatilla-Stanfield Highway No. 54. Please investigate and see whether the section on which Parson recommends construction of guard rail would be changed at a later date if we reconstructed this section. What I am trying to determine by the above garbled statement is that if we constructed guard rail at this time it could remain after reconstruction contemplated in that area.

Forrest Cooper
Deputy State Highway Engineer

FC:me

Enclosure

cc Mr. W. W. Stiffler

FORM E30—50M—6-56—96654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 24, 1957

SUBJECT: Hazardous section
Umatilla-Stanfield Hwy. #54

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

PLEASE RETURN TO
FORREST COOPER

Herewith copy of a letter from Mr. N. D. Bard of Stanfield addressed to Mr. Parson relative to a hazardous section of the Umatilla-Stanfield Highway #54 near Hermiston, a copy of a report by Mr. L. C. Smitton dated April 17th, and a copy of Mr. Parson's letter of transmittal.

It appears that the hazardous section under consideration is on tangent, but subject to high winds which have resulted in several vehicles being blown over. Mr. Bard recommends the construction of guard fence. Mr. Smitton reports that there are numerous other locations where this same condition exists and that the guard fence requested would cost in the neighborhood of $9,000.

This work is not included in our 1957 budget and we concur in Mr. Parson's recommendation that the item be included in the 1958 budget for consideration at that time. If this meets with your approval we will request Mr. Parson to so advise Mr. Bard.

I. A. DeFrance
I. A. DeFrance
Assistant Maintenance Engineer

IAD:hl
Enclosures

RECEIVED
APR 24 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

FORM E-30X—90M—11-55—96828

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
April 19, 1957

SUBJECT: Guard Fence near Hermiston

To:

E. A. Collier
Maintenance Engineer
Salem

Herewith a copy of a letter from N. D. Bard, who is a member of the City Council at Stanfield, regarding a guard fence near Stanfield.

Mr. Smitton has made an investigation and submitted the attached report. In as much as this highway is due to be reconstructed in the next few years and the section which Mr. Bard wants guard fenced will become a part of the reconstruction, I would recommend that a guard fence be placed as soon as money becomes available; if not this year then we should place it in the budget and do it next year.

A. F. Parson
Division Engineer

AFP:gb
cc - E. C. Smitton

[illegible]

NOTED
W. W. STIFFLER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon
April 17, 1957

SUBJECT: Guard Fence near Hermiston

To: Mr. A. F. Parson
Division Engineer
LaGrande, Oregon

Checked with Mr. N. D. Bard of Stanfield on subject of guard rail on the Stanfield-Hermiston highway as per his letter to you dated April [illegible], 1957.

He had nothing to add to information and when I advised him the cost of rail would run into several thousand dollars he was apparently surprised.

Have checked on the fatal accident referred to and find that a guard rail would have kept the Volkswagen loaded with passengers on the road, however, some serious consequences might have resulted, not necessarily, but possibly fatal.

The deceased was a 17 year old girl, who was driver of the car; car traveled 55 feet on wide shoulder, then headed diagonally across road into wind a distance of 233 feet and drove off the top of the fill. The mother reportedly grabbed the steering wheel.

The truck incident referred to seems to be unrecorded; I believe it was a house trailer. We frequently have them blown off the road in this district, and guard rail would be a help but not a guarantee that they would not go on over.

Checked the length of fill and it is 0.47 miles long over 1[illegible] feet high on centerline, including the overpass structure which is 40 feet long. Guard rail required would total [illegible] lin. ft., cost $3.50 per foot, $[illegible].

NOTED
W. W. STIFFLER

April 17, 1957
Re: Guard Rail

Altho this fill is high, it is all tangent and grades not excessive. We have many high fills without guard rail where serious accidents have occasionally occurred—naming a few are the fills on Old Oregon Trail, Stanfield-Pendleton section which does not have either guard rail or much shoulder width; long high fill over Six Mile Canyon, between Boardman and Heppner Junction on Columbia River Hwy. (Trailer house was blown off this one a few years ago); many unprotected sections of the Blalock-Arlington section, and many others--all about equal as to exposure to frequent high winds.

To sum up, would say that we have other locations where guard rail is needed as much or more than this one.

L. C. Smitton
Dist. Maint. Supt.

[illegible]

GROUP

N. D. BARD, Agent
Tel. Bus. 364 — Res. 374
STANFIELD, OREGON

April 6,1957

Mr.A.F.Parson Div Engr
Oregon State Highway
LaGrande, Oreg

Dear Mr.Parson;

Thank you for your letter April 2 and we fervently hope it wont be to long before the Hermiston,Stanfield and Echo portion of Ore 32 is reconstructed.

We had another fatal accident yesterday just north of the railroad bridge near Hermiston when a car lost its balance in a high wind and rolled of the embankment killing one lady and put two other occupants of the car in the hospital.

Only a short time ago a big moving van was blown of this embankment and I think a guard rail should be be put up at once.

The rest of the road has dangerous curves,one near Echo is a sawtooth pattern that the Greyhound Bus couldnt pass another car on,so they discontinued service to Echo.

It is also a matter of some concern to property owners along the route and businesses who depend on the highway for their trade.

The Washington Highway Department is making some changes to the highways approaching the bridge at Umatilla that will increase the traffic and this alone would seem to justify early action on the Oregon side.

Yours very truly

N. D Bard

N.D.Bard

RECEIVED
1957
DIVISION OFFICE
LA GRANDE

8-1029 Rinehart Cr. Slide Sec. of the Oregon Coast Hwy. 1958

#5124

RECEIVED
MAY [illegible]
FOR FILING

8-1029

5124

Fidelity and Deposit Company
HOME OFFICE OF MARYLAND BALTIMORE 3
BONDING FD INSURANCE

E. B. McCAHAN, Jr.
VICE-PRESIDENT AND GENERAL ATTORNEY
J. H. JACKSON
ASSISTANT GENERAL ATTORNEY

CLAIM DEPARTMENT

May 19, 1959

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: Mr. Floyd Query
Secretary

Re: Cl.#*25016 - Martin Kincheloe - Bond#54 68 171

Gentlemen:

We have your letter of May 8, 1959 advising of your receipt of a letter from Wold Brothers in connection with an unpaid account on Contract No. 5124.

We have forwarded this correspondence to our adjuster in that area, Mr. Clarence D. Porter; 920 Failing Building; Portland 4, Oregon, asking him to look into the matter.

Very truly yours,
Charles Fuller, Jr.
Charles Fuller, Jr.

CF:nc

cc: Mr. Clarence D. Porter

cc: Mr. Robert B. Cumming

NOTED
FLOYD QUERY

RECEIVED
MAY 25 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 11 1959
FOR FILING
27
5124

GENERAL CONTRACTOR

PHONE ~~5262~~ 3571

Martin Kincheloe
Box ~~1144~~ 296
MYRTLE POINT, OREGON

May 10, 1959

Fidelity & Deposit Co. of Maryland
Robert B. Cumming
900 Failing Building
Portland 4, Oregon

Dear Sir:

Knowing you have received a letter from Oregon State Hiway Dept. concerning a claim the Wold Bros. of Bandon has against me on the Rinehart Creek job of last year.

I feel he over charged me in several instances as to our verbal agreement when he was hired. The post hole digger was supposed to have been fully operated when hired and the extra man a, general laborer was to be at $2.55 per hr. and Mr. Wold operated the digger and charged $10.00 per hr. for digger and $3.50 per hr for himself and $3.25 per hr. for Gen. labor plus traveling time and extra 2 hrs. per day, and $12.00 per day for pickup use.

An additional cost to me was him working not over 6 hrs. per day and I had 2 men on the job waiting on Mr. Wold, also it cost me 24 hrs. extra labor to correct his error in lining up the holes according to State Engineers, Mr. Barnhart's specification.

Mr. Barnhart, engineer out of Gold Beach, has been informed of the difference in this account by me. Mr. Clarence Porter, adj. for Fidelity & Deposit Co. has knowledge of this and Mr. Wold was paid off according to Mr. Porter's advice.

If you would like, I would send you a copy of the statement Mr. Wold sent me, and as I have tried to come to an agreement with Mr. Wold, but to know avail.

Sincerely
Martin Kincheloe
Martin Kincheloe

CC:

Oregon State Highway Commission
% Floyd Query
Salem, Oregon

NOTED
C. W. HEAD

NOTED
LLOYD QUERY

A

RECEIVED
MAY 11 1959
FOR FILING

8-1029

5124

May 8, 1959

Fidelity & Deposit Co. of Maryland
Baltimore 3, Maryland

Gentlemen:

We have received a letter from Wold Brothers, Rt. 1, Box 236, Bandon, advising that Martin Kincheloe owes them $187.51 for labor performed on our Contract No. 5124 for grading and paving the Rhinehart Creek Slide Section on the Oregon Coast Highway in Curry County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:

Robert B. Cumming
900 Failing Building
Portland 4, Oregon

Martin Kincheloe
P. O. Box 296
Myrtle Point, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
dc

CWH:fp

RECEIVED
MAY 11 1959

FOR FILING

[illegible]

5124

May 8, 1959

Wold Brothers
Rt. 1, Box 238
Bandon, Oregon

Attention: Mr. Lester G. Wold

Gentlemen:

This will acknowledge your letter of May 6 stating that Martin Kincheloe, Myrtle Point, owes you the sum of $187.51 for labor performed on the Rhinehart Creek Slide Correction Job. This appears to be in connection with our Contract 5124 for grading and paving the Rhinehart Creek Slide Section of the Oregon Coast Highway in Curry County.

This project was completed on October 14, 1958 and was accepted by the Oregon State Highway Commission on October 23, 1958. The Fidelity and Deposit Co. of Maryland, through Robert B. Cumming, 900 Failing Building, Portland 4, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred.

We normally would inform you that if you wish to protect your claim for a period longer than six months following acceptance of the contract by the Highway Commission you should file the claim with the Secretary of State. However, in this case the six months' period has expired.

This information will be noted in our records and we will inform the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
dc

WOLD Brothers
GENERAL CONTRACTORS
TELEPHONE 16915
RESIDENTIAL and COMMERCIAL CONSTRUCTION
RURAL ROUTE 1 BOX 238
Bandon, Oregon

May 6, 1959

Oregon State Highway Dept.
Salem, Oregon

#5127

Gentlemen

I have due from Martin Kincheloe, Myrtle Point, Oregon the sum of $137.51 for labor performed on the Rhinehart Creek slide correction job, for which he held a contract with you. U. S. 101.

Since he has not made any payment since Oct. 14, 1958 I will expect payment from you or his Surety for this amount. Upon request from you or his Surety I will forward documents of this account.

Your prompt attention will be appreciayed

Very truly yours,

Wold Bros.
by

Lester G. Wold
Lester G. Wold

Ack.
prepare copy
TG

[illegible]
MAY 7 1959

RECEIVED

FOR FILING

8-10-59

OREGON STATE HIGHWAY DEPARTMENT
(date)

December 18, 1958

(CONTRACT NO.) 5124 (EST. NO.) (CONTRACTOR)

5124 4 final Martin Kincheloe

(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

29294 H 231235 $1,642.32 12/18/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Weisenhaus
ACCOUNTING DIVISION

Specified completion date: **90 workdays from Mar. 17, 1958**

Time Extensions: **None**

Completion Date: **Oct. 14, 1958**

Date Accepted: **Oct. 23, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Dec. 19, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Secretary

Warrant Mailed: DEC 22 1958
GRM

NOTED ON CARD
em

A

RECEIVED
DEC 10 1958
FOR FILING

S-1029

5124

Dec. 10, 1958

Fidelity & Deposit Co.
Robert B. Cumming, Mgr.
900 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5124, for grading and paving on the Rinehart Creek Slide Section of the Oregon Coast Highway in Curry County was completed by the contractor, Martin Kincheloe, on Oct. 14, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $1,642.32 will be released to the contractor on or after Dec. 20, 1958. The total contract amount is $13,953.77, of which amount $220.08 represents force account work.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Fidelity & Deposit Co.
Baltimore 3
Maryland

NOTED ON CARD

Form E-1—10M—7-57

1029

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 24, 1958

Section Rinehart Creek Slide

Kind of work Grading and Paving

Highway Oregon Coast County Curry

Section prefix 8-1029 (State)

Contractor Martin Kincheloe

Contract number 5124

Date of Award Feb. 28, 1958

Specified work days 90

Date work started May 21, 1958

Work days used 76

Project authorization $25,544.25

Exclusive of engineering $23,727.77

Per cent of time elapsed 84.5 %

Estimated cost of completed project, exclusive of engineering $ 23,793.39

Estimated per cent overrun 0.3 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1,816.48

Engineering cost to date $ 1,505, 82.9 %

Date project was completed October 14, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semifinal Estimate and final records were mailed to the Roseburg Division Office on Wednesday, Oct. 22.

This completes this project.

Noted
M. N. Juve

CONSTRUCTION DIVISION
RECEIVED
OCT 27 1958
NOTED-- CE ACE ACE COE

Signed Res. Engr.

Address Box 515 Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.14				0.23
Miles partially completed					
Miles completed	0.14				0.23
Total estimated quantities (contract)	12,000 C.Y.				270 T.
Total quantities corrected to date	13,991.8				191.46
Estimated quantities moved or placed to date	13,991.8				191.46
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	Showers		
Thursday	Fair		
Friday	"		
Saturday			

A

RECEIVED
OCT 21 1958
FOR FILING

5-1127

5124

October 20, 1958

Mr. Clarence D. Porter, Claims Adjustor
920 Failing Building
Portland 4, Oregon

Dear Sir:

Complying with the request in your letter of October 15, 1958, we are enclosing a copy of Estimate No. 3 for work done to October 10, 1958, by Martin Kincheloe on Contract No. 5124, Rhinehart Creek Slide Section on the Oregon Coast Highway in Curry County.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:bb

CLARENCE D. PORTER
CLAIMS ADJUSTER
920 FAILING BUILDING
PORTLAND 4, OREGON
CA 3-2746

FIDELITY - SURETY - BURGULARY
CLAIMS EXCLUSIVELY

BONDING INVESTIGATIONS

October 15th, 1958

State Highway Commission
Salem, Oregon

Attention - Mr. Probert

Dear Mr. Probert:

I wonder if you would be good enough to furnish me with the last estimate in connection with the contract entered into by Mr. Martin Kincheloe of Myrtle Point, Oregon, and the Oregon State Highway Commission for grading and paving on what is known as the Rinehart Creek Slide in Curry County, Oregon.

The reason I am asking for this is because I am checking as to payment of bills and also money due Kincheloe so that I can funnel it for the payment of any sub-contractor claims or material claims that may be remaining unpaid.

Your early attention to this request will be appreciated.

Yours very truly,

Clarence D. Porter

Clarence D. Porter

CDP:DP

RECEIVED
OCT 16 1958
OREGON
STATE HIGHWAY COMMISSION

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 27 1958
FOR FILING

5124

Mar. 26, 1958

Mr. Martin Kincheloe
Box 296
Myrtle Point, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5124, awarded Feb. 28, 1958, for grading and paving on the Rinehart Creek Slide Section of the Oregon Coast Highway in Curry County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 4 - 1958
FOR FILING

5124

March 3, 1958

Mr. Martin Kincheloe
Box 1144
Myrtle Point, Oregon

Dear Mr. Kincheloe:

The State Highway Commission on February 28, 1958, awarded to you State Highway Contract No. 5124 for grading and paving on the Rinehart Creek Slide Section of the Oregon Coast Highway in Curry County.

This award was based on your bid of $15,691 which was the low bid submitted to the Commission on that date for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
SEP 5 - 1957
FOR FILING

8-1129

5124

file c.P.

Salem, Oregon
September 3, 1957

Rinehart Creek Slide

Mr. Tom Edwards
Construction Engineer
Department

Will you please take appropriate steps to determine what would be necessary to correct the Rinehart Creek slide on US101 in Curry County, or, if this is not possible, what alternate measures should be taken. Your report should include engineering details and costs.

Forrest Cooper
Deputy State Highway Engineer

FC:me

12-3253 Long Creek Sand Shed on the Pendleton-John Day Hwy. 1958

#5125

RECEIVED
JUL 8 - 1958
FOR FILING

file

OREGON STATE HIGHWAY DEPARTM

(date)
July 2, 1958

[illegible] (CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5125	3 Final	H. G. Wirtz	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14819	H216465	$ 1,979.85	7-2-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **100 workdays from March 13, 1958**

Time Extensions: **None**

Completion Date: **May 19, 1958**

Date Accepted: **June 19, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **July 3, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUL 3 1958
Gkw

NOTED ON CARD
Om

RECEIVED
JUN 24 1958
FOR FILING

June 23, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5125 for Long Creek Sand Shed in Grant County was completed by the contractor, H. G. Wirtz, on May 19, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $1,979.85 will be released to the contractor on or after July 3, 1958. The total contract amount is $10,130.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 27 1958
FOR FILING
5125

Mar. 26, 1958

H. G. Wirtz, Contractor
2000 Highway 199
Grants Pass, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5125, awarded Feb. 28, 1958,
for Long Creek Sand Shed in Grant County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 4 - 1958
FOR FILING

5125

March 3, 1958

Mr. H. G. Wirtz
2000 Highway 199
Grants Pass, Oregon

Dear Mt. Wirtz:

The State Highway Commission on February 28, 1958, awarded to you State Highway Contract No. 5125 for the Long Creek Sand Shed on the Pendleton-John Day Highway in Grant County.

This award was based on your bid of $10,190 which was the low bid submitted to the Commission that date for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

15-8312 Murphy-Ruch Rock Prod. Proj. 1958

#5126

RECEIVED
1958
FOR FILING

files

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 13, 1958

(CONTRACT NO.) *15-8212* (EST. NO.) (CONTRACTOR)

5126 *5126* 4 Final Meyer Gravel Co.
(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

18280 M220176 $ 739.74 8/13/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

G P Winchcomb
ACCOUNTING DIVISION

Specified completion date: 100 workdays from Mar. 17, 1958

Time Extensions: None

Completion Date: June 24, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Aug. 12, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: AUG 13 1958
GKW

NOTED ON CARD
em

RECEIVED
AUG 1 1958
FOR FILING

July 31, 1958

CERTIFIED MAIL

Massachusetts Bonding & Insurance Co.,
415 Builders Exchange Bldg.,
320 SW Stark Street
Portland 4, Oregon

ATTENTION: Mr. Gordon T. Wood
Special Agent

Dear Mr. Wood:

State Highway contract #5126 for work performed on the Murphy-Rech Section of Medford-Provolt Secondary Highway and Williams Secondary Highway in Jackson and Josephine Counties was completed by the contractor, Moyer Gravel Company, on June 24, 1958, but has not as yet been accepted by the Commission.

Final payment in the amount of $739.74 will be released to the contractor after acceptance by the Commission. The total contract amount is $23,607.34, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

do

1

RECEIVED
JUL 22 1958
FOR FILING

15-8312

5126

July 21, 1958

CERTIFIED MAIL

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Bldg.
320 S. W. Stark St.
Portland 4, Oregon

Attention: Mr. Gordon T. Wood, Special Agent

Gentlemen:

It is the intention of the State Highway Commission to release to Moyer Gravel Company a portion of the funds heretofore retained by the Commission on Contract No. 5126, for Murphy-Ruch Rock Production Project on the Medford-Provolt and Williams Highways in Jackson and Josephine Counties.

This payment, in the amount of $2,014.20, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $707.25. The present payment will be released on or after July 31, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

NOTED ON CARD

Form E-1—10M

A

E-8312

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 28, 1958

Section Murphy - Ruch

Kind of work Rock Production

Highway Medford-Provolt & Williams

County Jackson & Josephine

Section prefix 15-8312

Contractor Moyer Gravel Co.

Contract number 5126

Date of contract February 28, 1958

Specified work days 100

Date work started March 26, 1958

Work days used 67

Project authorization $26,289.00

Exclusive of engineering $24,419.56

Per cent of time elapsed 67 %

Estimated cost of completed project, exclusive of engineering $24,419.56

Estimated per cent ~~overrun or~~ underrun 2 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $1,869.44

Engineering cost to date $1,800, 96 %

Date project was completed June 24, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project was completed on Tuesday this week. The stockpiles have been cross-sectioned and notes sent in for IBM computation.

The contractor has been cleaning up his plant site and moving his equipment to his next project.

This will be the last weekly report on this project.

CONSTRUCTION DIVISION
RECEIVED
JUN 30 1958
NOTED— ☐ ☐ ☐ ☐
CE [illegible] COE

Noted
M. N. Juve

Signed

Address P. O. Box 306, Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			19.0		
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			9,200		
Total quantities corrected to date			10,000		
Estimated quantities moved or placed to date			10,000		
Average daily quantities			0		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			3		

Men	2
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	1
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Compaction rollers ...., Dragline 1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Fair		
Wednesday	"		
Thursday	"		
Friday	Cloudy		
Saturday			

FORM E-128

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECE[illegible]ED
APR 1 1958
FOR FILING

15-1[illegible]

[illegible]

Mar. 31, 1958

Moyer Gravel Co.
P. O. Box 25
Alturas, Calif.

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5126, awarded Feb. 28, 1958, for rock production on the Murphy-Ruch Section of the Medford-Provolt and Williams Highways in Jackson and Josephine Counties.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 4 - 1958
FOR FILING

5126

March 3, 1958

Moyer Gravel Company
Box 25
Alturas, California

Gentlemen:

The State Highway Commission on February 28, 1958 awarded to you State Highway Contract No. 5126 for the Murphy-Ruch Rock Production project on the Medford-Provolt and Williams Highways in Jackson and Josephine Counties.

This award was based on your bid of $23,368 which was the low bid submitted to the Commission on that date for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

20-3419 Eugene Office Building 1958

#5127

RECEIVED
JUN 24 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 19, 1958

[illegible] - 3419		
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5127	3 Final	Lee Built Homes & John D. Bachman
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
13245	H214910	$ 1,256.78 6-19-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 60 workdays from Mar. 13, 1958

Time Extensions: None

Completion Date: May 28, 1958

Date Accepted: June 19, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: June 23, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUN 23 1958
GKW

NOTED ON CARD
LM

RECEIVED
JUN [illegible] 1958
FOR FILING

20-[illegible]

5127

June 11, 1958

CERTIFIED MAIL

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

State Highway Contract No. 5127 for Eugene Office Building Addition, in Lane County, was completed by the contractor, Lee-Built Homes and John D. Bachman, on May 28, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,256.78 will be released to the contractor after acceptance by the Commission. The total contract amount is $6,922.20, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Robert Cross, Insurance
111 E. Broadway
Eugene, Oregon

NOTED ON CARD

FORM [illegible]

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 19 1958
FOR FILING

5127

Mar. 18, 1958

Lee-Built Homes and
John D. Bachman, Contractors
846 "M" Street
Springfield, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5127, awarded Feb. 28, 1958, for construction of Eugene Office Building Addition in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR [illegible] - 1958
FOR FILING

5127

March 3, 1958

Lee-Built Homes &
John D. Bachman
846 East "M" Street
Springfield, Oregon

Gentlemen:

The State Highway Commission on February 28, 1958, awarded to you State Highway Contract No. 5127 for the Eugene Office Building at Eugene in Lane County.

This award was based on your bid of $6,873 which was the low bid submitted to the Commission that date for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

21-3342 Beachside State Park Latrine 1958

#5128

RECEIVED

21334

OREGON STATE HIGHWAY DEPARTMENT

(date)

July 25, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5128 [illegible]	3 Final	George W. Millett Jr.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
16559	H218196	$ 1,196.10 7/25/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion date: 50 workdays from Mar. 13, 1958

Time Extensions: none

Completion Date: 6-12-58

Date Accepted: 6-19-58

Penalties: none

Claims: none

Remarks:

Date: 7-28-58

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: AUG 1 1958
GRW.

NOTED ON CARD
em

RECEIVED
JUL 22 1958
FOR FILING
21-3242
5128

July 22, 1958

CERTIFIED MAIL

Aetna Casualty & Surety Co.
Portland Service Dept.
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5128 for Beachside State Park Latrine in Lincoln County was completed by the contractor, George W. Millett, Jr., on June 12, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $1,196.10 will be released to the contractor on or after August 1, 1958. The total contract amount is $6,717.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of sucy work and remaining unsatisfied, and the State assumes no responsibility for sush claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: J. W. Ward, Res. Agent
59 E. 14th St.
Eugene, Oregon

NOTED ON CARD

FORM E-128

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 27 1958
FOR FILING

21-2242

5128

Mar. 26, 1958

George W. Millett, Jr., Contractor
330 Sunset Drive
Eugene, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5128, awarded Feb. 28, 1958,
for Beachside State Park Latrine in
Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 4 - 1958
FOR FILING

5128

March 3, 1958

Mr. George W. Millett, Jr.
330 Sunset Drive
Eugene, Oregon

Dear Mr. Millett:

The State Highway Commission on February 28, 1958 awarded to you State Highway Contract No. 5128 for the Beachside State Park Latrine south of Waldport on the Oregon Coast Highway in Lincoln County.

This award was based on your bid of $6,692 which was the low bid submitted to the Commission that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
C. H. Armstrong

21-3343 Devils Lake State Park 1958
Facilities
#5129

RECEIVED
NOV 13 1958

FOR FILING
51 3343

file

OREGON STATE HIGHWAY DEPARTMENT
(date)

November 10, 1958

(CONTRACT NO.) 5129	(EST. NO.)	(CONTRACTOR)	
5129	4 Final	George W. Millett, Jr.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25634	H227598	$ 2,472.11	11-10-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 60 workdays from 3-12-58

Time Extensions: none

Completion Date: 6-16-58

Date Accepted: 7-31-58

Penalties: none

Claims: none

Remarks:

Date: 11-10-58

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary
Floyd Query

Warrant Mailed: NOV 10 1958
Gpw

NOTED ON CARD
em

RECEIVED
OCT 24 1958
FOR FILING

A

Oct. 22, 1958

CERTIFIED MAIL

The Aetna Casualty & Surety Co.
Portland Service Dept.
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5129, for Devils Lake State Park Facilities in Lincoln County was completed by the contractor, George W. Millett, Jr., on June 16, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $2,472.11, will be released to the contractor on or after Nov. 1, 1958. The total contract amount is $22,828.35, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: J. W. Ward, Res. Agent
59 E. 14th St.
Eugene, Oregon

NOTED ON CARD
em

FORM E-129

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 27 1958
FOR FILING

5101

Mar. 26, 1958

George W. Millett, Jr. Contractor
330 Sunset Drive
Eugene, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5129, awarded Feb. 28, 1958,
for Devils Lake State Park Facilities
in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR [illegible] - 1958
FOR FILING

5129

March 3, 1958

Mr. George W. Millett, Jr.
330 Sunset Drive
Eugene, Oregon

Dear Mr. Millett:

The State Highway Commission on February 28, 1958 awarded to you State Highway Contract No. 5129 for Devils Lake State Park Facilities at Delake in Lincoln County.

This award was based on your bid of $23,687.50 which was the low bid submitted to the Commission that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:lle

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant
C. H. Armstrong

24-1609 Salem Traffic Signals 1958

#5130

(14H) 944

RECEIVED
SEP 17 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)

August 15, 1958

24-[illegible]

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5130	4 Final	Electric Corporation	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18487	H220391	$3,059.50	8-15-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chojweske
ACCOUNTING DIVISION

Specified completion date: 80 workdays from Mar. 13, 1958

Time Extensions: None

Completion Date: July 28, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 15, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 15 1958

NOTED ON CARD
om

RECEIVED
AUG 8 1958
FOR FILING

24-11-3

5130

Aug. 7, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5130 for Salem Traffic Signal Installation on the Pacific Highway in Marion County was completed by the contractor, Electric Corporation, on July 28, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,059.50 will be released to the contractor after acceptance by the Commission. The total contract amount is $24,182.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

sm

NOTED ON CARD

RECEIVED
[illegible] 1958
FOR FILING

5130

OREGON STATE HIGHWAY DEPARTMENT
INTERDEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1958

To: F. B. Crandall
Traffic Engineer
Office

SUBJECT: Revision of Traffic Signal Interconnection Circuits
Commercial and Liberty Streets in the Vicinity of Ferry Street
US99 Business
Salem

The City of Salem has vacated the alley from Trade to Ferry Streets, which runs between Commercial and Liberty Streets, and the area now occupied by the alley will become a part of the motel which is being constructed as an annex to the Marion Hotel. Our main interconnection circuit for those traffic signals south of Ferry Street on Commercial and Liberty Streets runs through this alley on PGE poles, as shown on the attached drawing. PGE plans to eliminate this pole line and to put their electrical circuits in conduit as is shown in blue on the attached drawing. In the not too distant future they also plan to eliminate the pole line in the alley from Ferry Street to State Street.

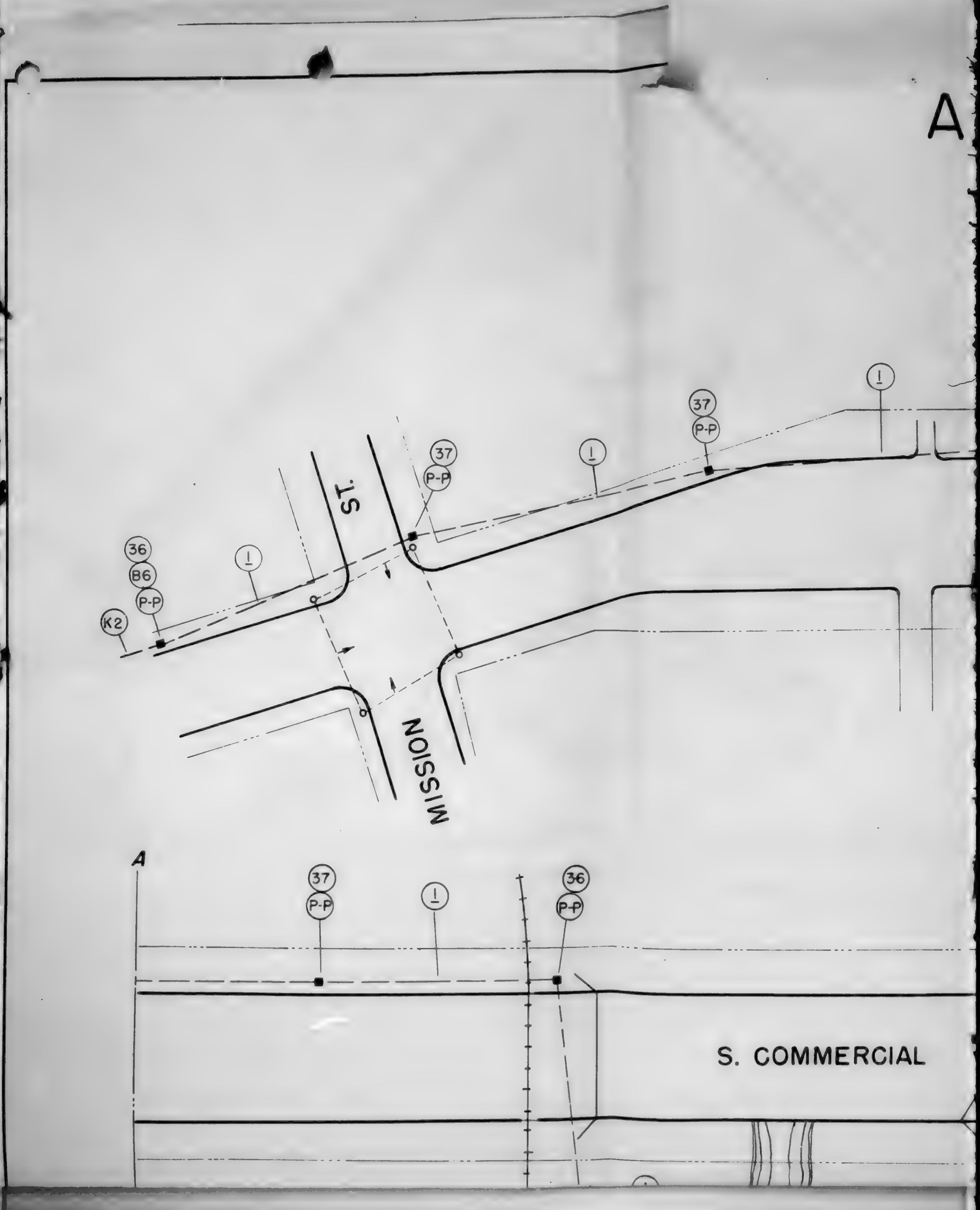
The removal of the pole line necessitates a change in our present interconnection circuit. It is believed that this can best be handled by going overhead from the pole at the southerly end of the drawing easterly to Liberty Street and then under Liberty Street in conduit and north to the alley just north of Ferry Street in a joint trench with the PGE conduit. Then to care for the entire program, it is proposed to run up the alley in conduit to State Street as is shown in red on the drawing.

The total cost of the work is estimated to be $2,500. It is suggested that the cost of the work be divided equally between the City and the State, with the State doing the work with its own forces. PGE will be digging its trench in about two weeks so haste is somewhat imperative. The City is not equipped to do the work or furnish materials. The agreement covering the original signal installation was written prior to the time that we started including the clause on sharing of major maintenance expenditures. Because of the time element, it would be desirable to make the arrangements for this work through an exchange of letters rather than preparation of a formal agreement.

Val Johnson
Traffic Control Engineer

VPJ:kg
Attachment

NOTED
P. M. STEPHENSON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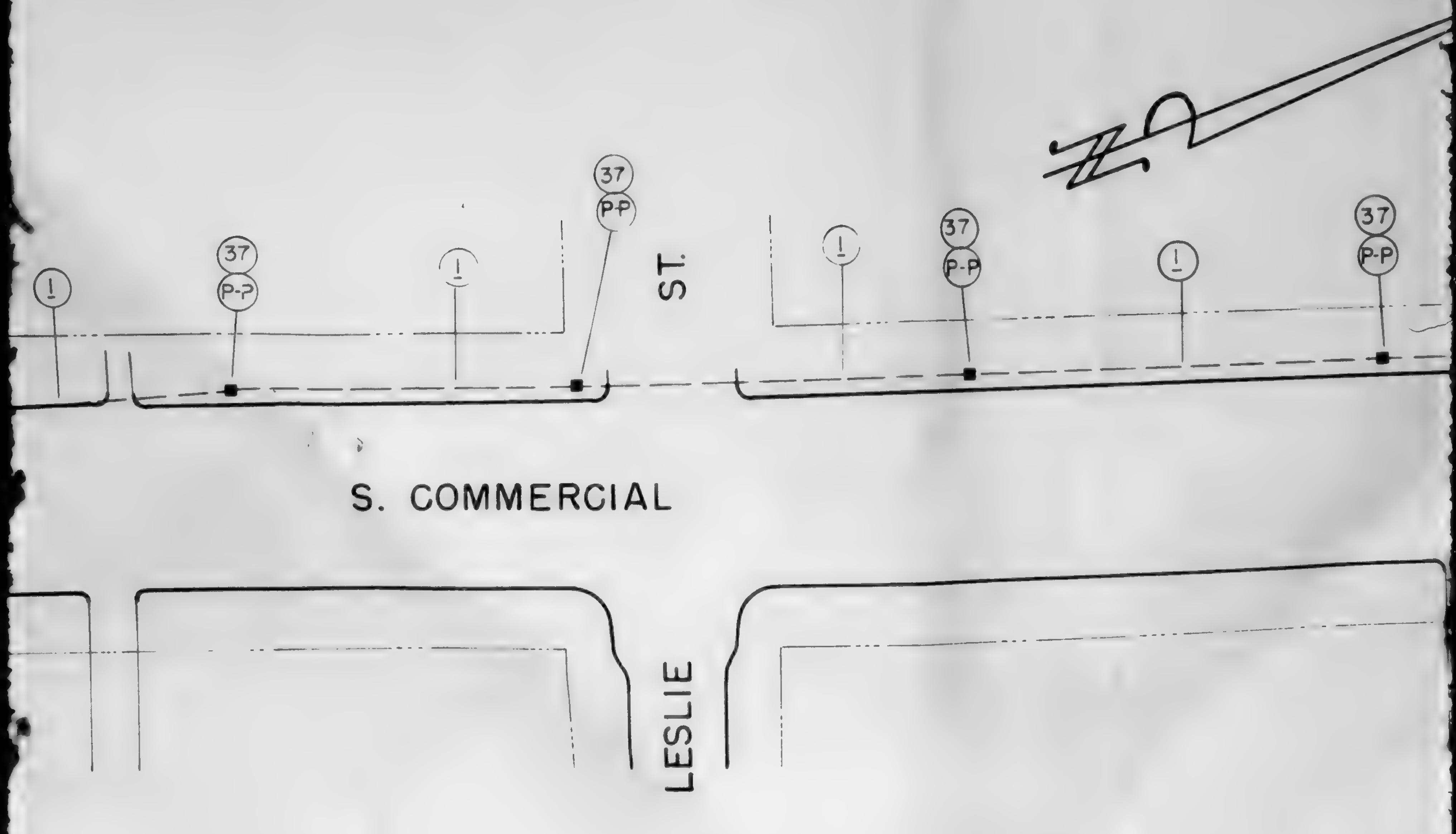
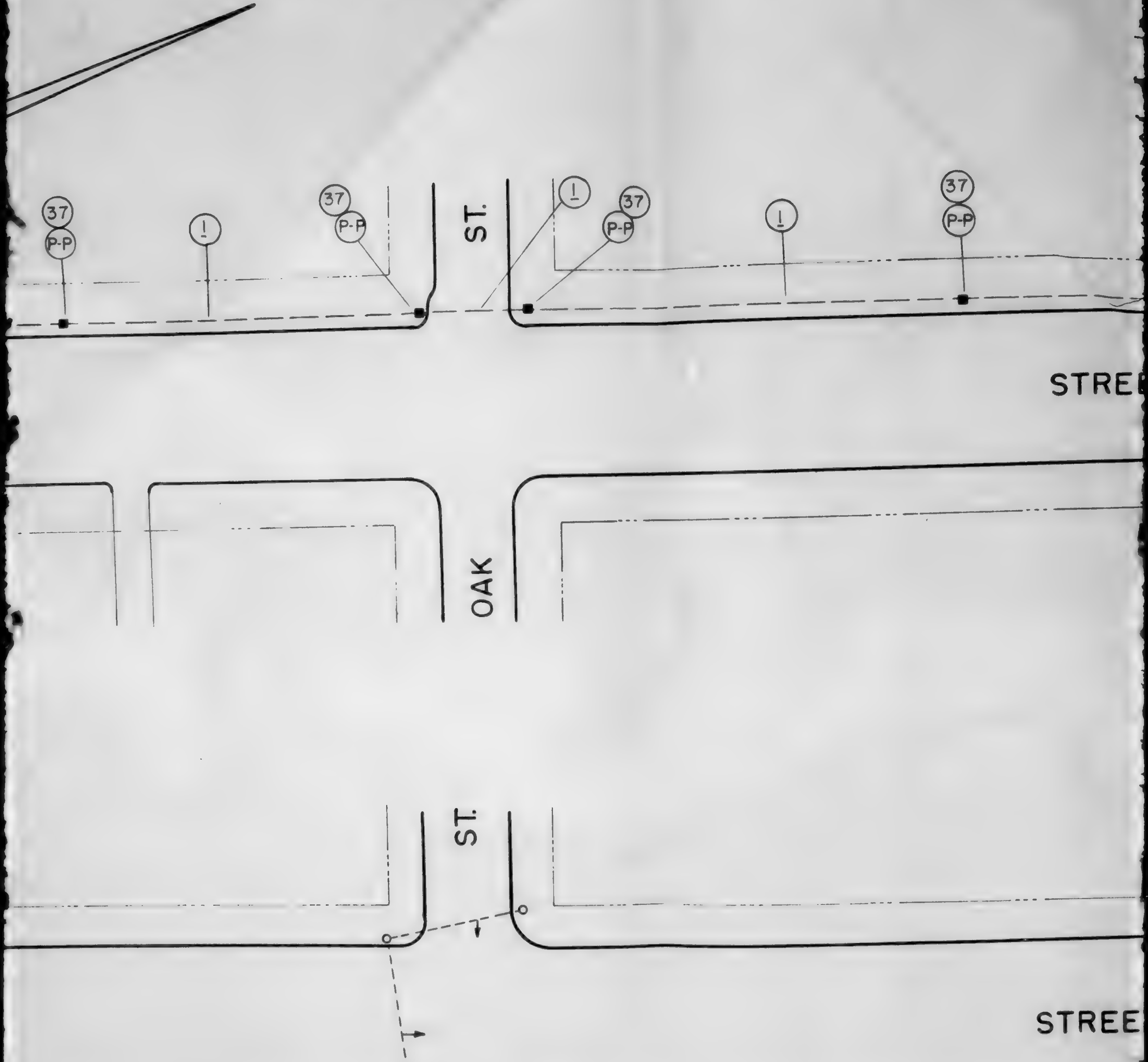
AERIAL SYNCHRONIZING



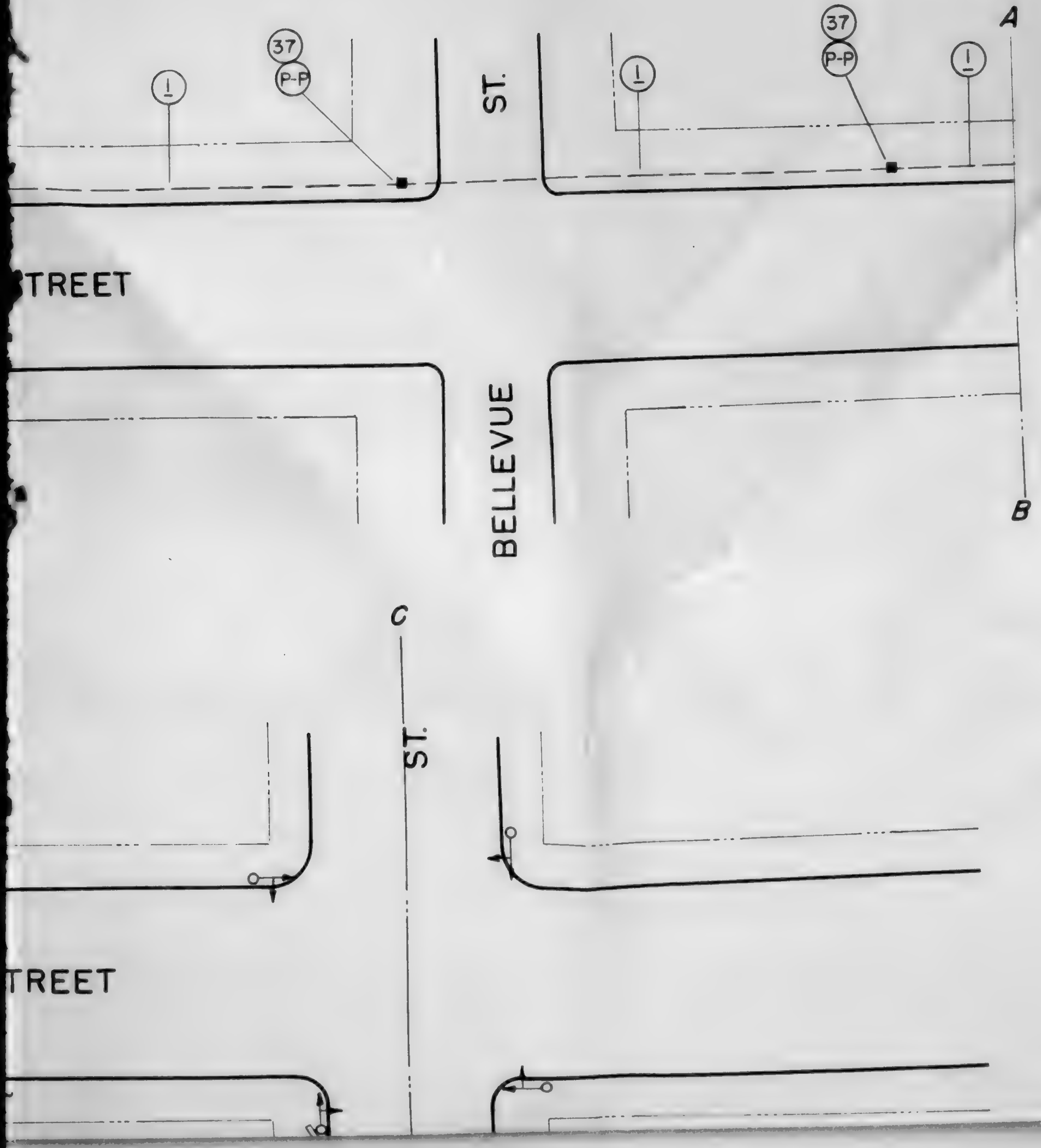
NG CIRCUIT

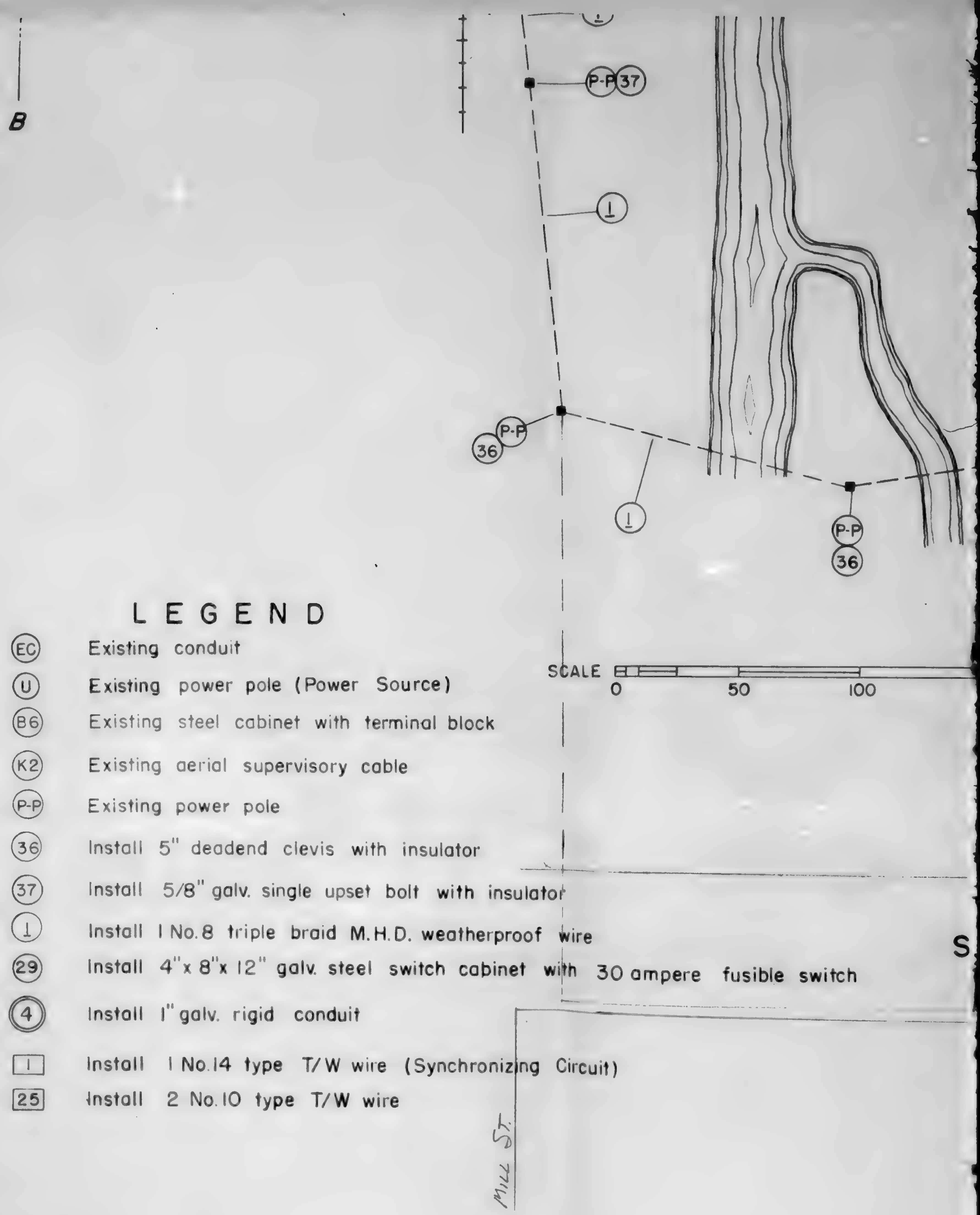


TRAFFIC SIGNAL INSTALLATION
CHEMEKETA ST. - VISTA AVE. SECTION
PACIFIC HIGHWAY EAST US99E
SALEM, OREGON
MARION COUNTY

SHEET NO.
6

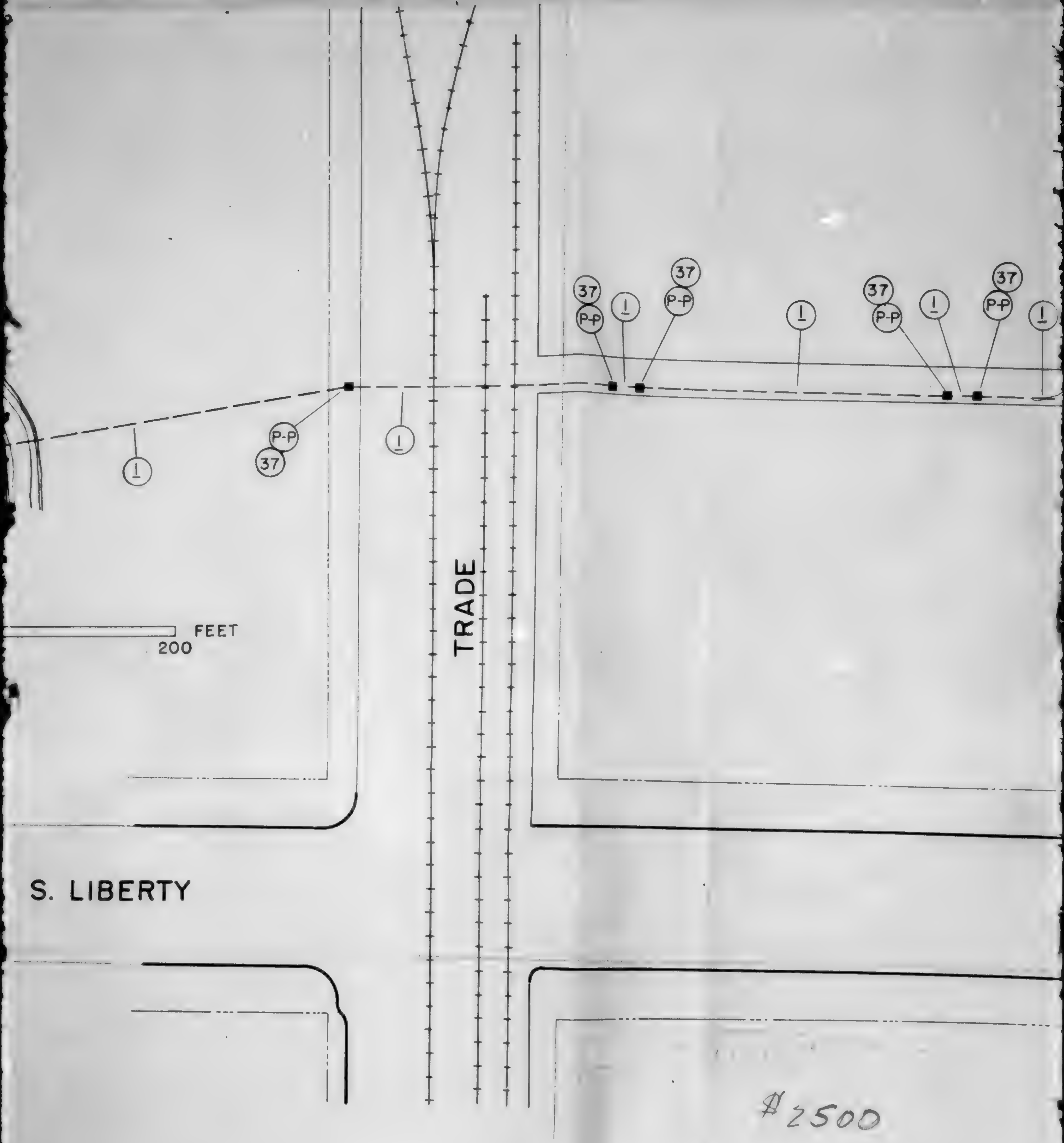
FED. ROAD DIV. NO.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
	OREGON			*See Index*



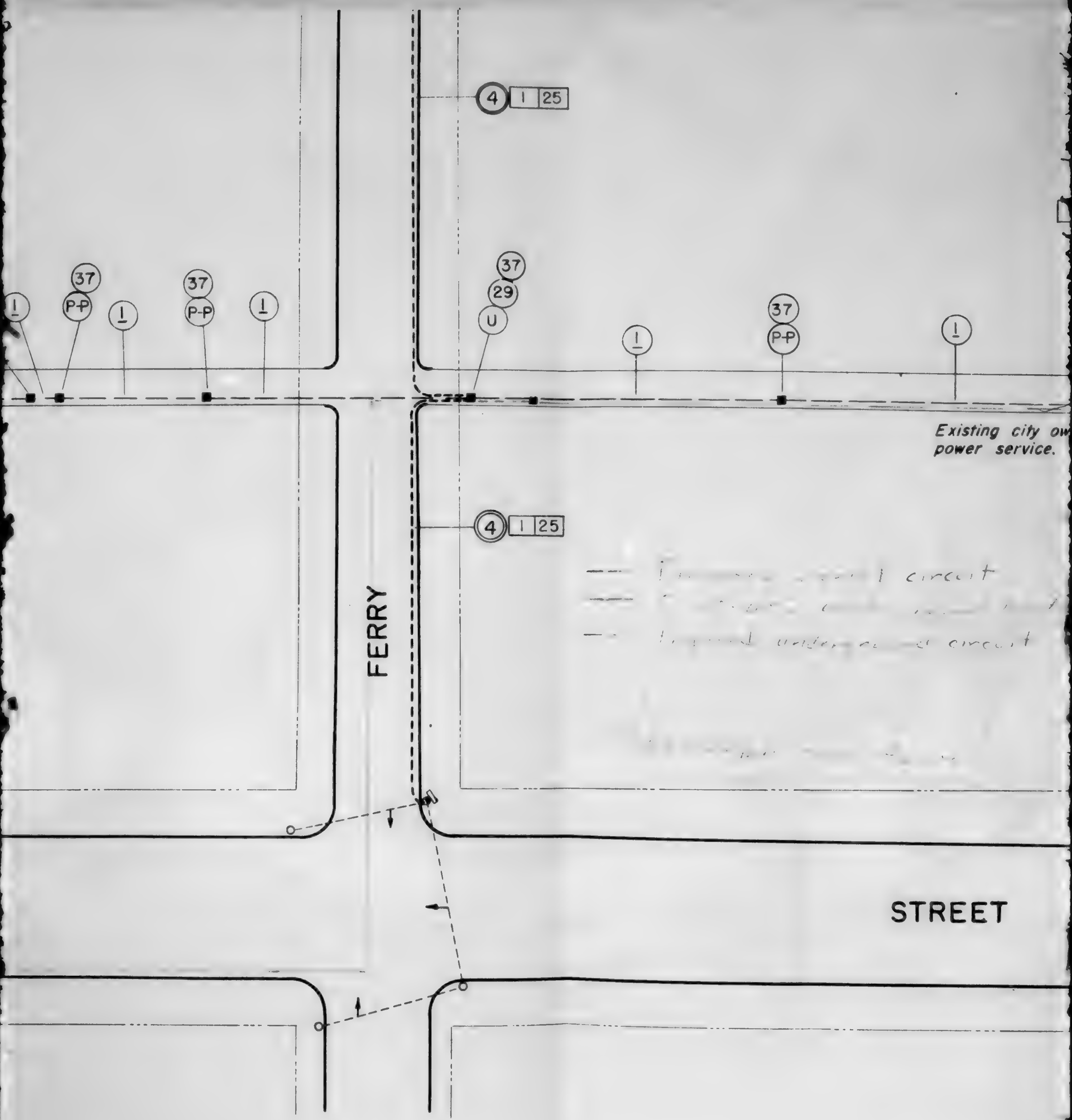


LEGEND

EC	Existing conduit
U	Existing power pole (Power Source)
B6	Existing steel cabinet with terminal block
K2	Existing aerial supervisory cable
P-P	Existing power pole
36	Install 5" deadend clevis with insulator
37	Install 5/8" galv. single upset bolt with insulator
⊥	Install 1 No. 8 triple braid M.H.D. weatherproof wire
29	Install 4"x 8"x 12" galv. steel switch cabinet with 30 ampere fusible switch
4	Install 1" galv. rigid conduit
1	Install 1 No. 14 type T/W wire (Synchronizing Circuit)
25	Install 2 No. 10 type T/W wire



$2500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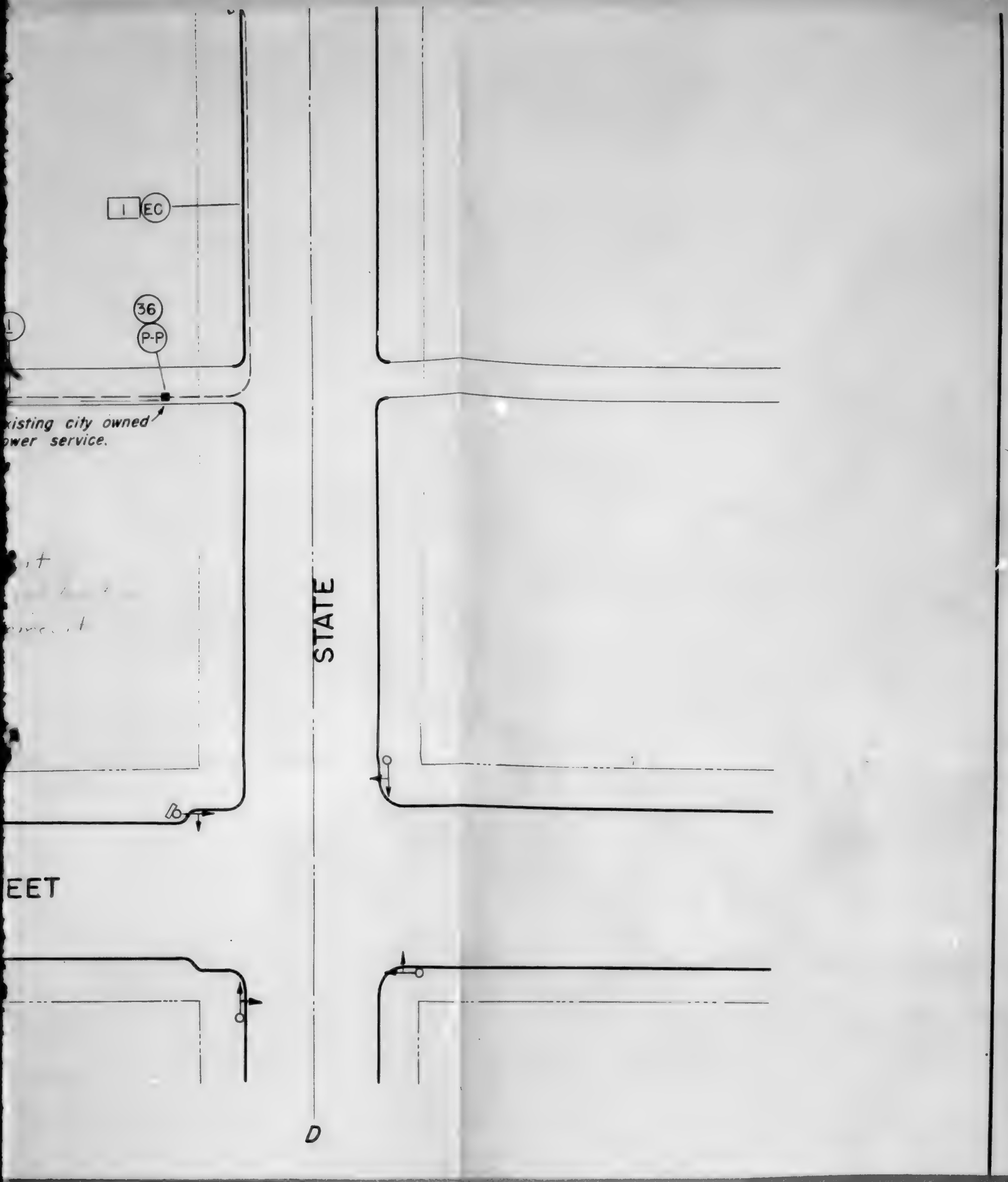
STREET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FORM E-128

RECEIVED
MAR 27 1958
FOR FILING
4-1607
5130

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Mar. 26, 1958

Electric Corporation
1270 Wilber St.
Salem, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5130, awarded Feb. 28, 1958, for traffic signal installation on the Salem Section of the Pacific Highway in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 12 1958
FOR FILING

5180

MISC. CONTRACTS and
AGREEMENTS No. 1124

Salem, Oregon
March 6, 1958

Traffic signal agreement
City of Salem

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with the City of Salem covering the proposed traffic signal installations at six intersections in the City of Salem.

one fully executed copy of the above agreement has been retained in this office for the Commission's files and one copy has been sent to the City Recorder, Salem, Oregon

Secretary

rn
Attach: 1

2/27

FORM 230—3010—3-57—1476

(A)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 26, 1958

SUBJECT: Traffic Signal Agreement
City of Salem

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the proposed installation of traffic signals at six intersections in Salem.

Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 5, 1957. It appears on page 38 of the minutes.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

1 extra copy in suspense

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Feb. 26, 1958

NOTED
H. B. GL[illegible]SYER

AUTHORIZED BY HIGHWAY COMMISSION
DATE December 5, 1957
Secretary

see minute entry on page 38, item (4g-1)

(A)

A

RECEIVED
MAR 7 - 1958
FOR FILING

5130

March 6, 1958

Mr. L. K. Smith
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

This will acknowledge your letter of February 24 to the attention of Mr. Crandall, with regard to the traffic signal installations to be made at the intersections of 12th and Court and 12th and Chemeketa Streets in Salem and their synchronization with the existing railroad crossing signals.

We intend to synchronize the intersectional signals with the existing crossing protection at the two intersections. We do not believe that a formal agreement is necessary, in view of the rather minor nature of the interconnect and its cost, and feel that the matter can be handled by letter exchange.

Presuming that letter exchange will suffice, you may consider this as our commitment to make reimbursement to your company for the cost of installation, estimated at $250 (as per your letter of December 19, 1957). If you feel that more formal agreement is necessary and will submit it to us, we will recommend it to the Highway Commission.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. S. H. Probert
Mr. Ivan D. Merchant
Mr. C. H. Maison

FBC:dp:gm

10-57-5M

S-2460

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. R. SMITH
SUPERINTENDENT

February 24, 1958

File 563

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. F. B. Crandall
Traffic Engineer

Dear Sir:

Please refer to my letter December 19, 1957, relative synchronizing traffic signals with crossing protection at Court and Chemeketa Streets, Salem, Oregon.

According to newspaper item in The Statesman February 19, State Highway Commission is to open bids, later this month, on traffic signals for 12th and Chemeketa, 12th and Court, Cottage and Court, Cottage and State, High and Ferry, and Broadway and Liberty Streets.

Is it still the State's intention to synchronize traffic signals with our crossing protection at Court and Chemeketa Streets? If so, agreement must be entered into to cover installation and maintenance. As you know, it takes considerable length of time to set up agreements covering this type installation, and these agreements should be prepared prior to actual installation.

Would appreciate advice as to State's plans in this connection.

Yours truly,

RECEIVED
FEB 26 1958
TRAFFIC ENGINEER

RECEIVED
FEB 25 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 6 - 1958
FOR FILING
[illegible]

5130

March 6, 1958

Mr. Alfred Mundt, Recorder
City of Salem
City Hall
Salem, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Salem a fully executed copy of an agreement between the State Highway Commission and the City of Salem covering the proposed installation of traffic signals at six intersections in Salem.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAR 4 - 1958
FOR FILING

[illegible]

5130

March 3, 1958

Electric Corporation
1270 Wilbur Street
Salem, Oregon

Gentlemen:

The State Highway Commission on February 28, 1958 awarded to you State Highway Contract No. 5130 for Salem Traffic Signals at Salem in Marion County.

This award was based on your bid of $24,140 which was the low bid submitted to the Commission that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 21, 1958

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installations
Salem

To Leonard I. Lindas
Chief Counsel
Office

The State Highway Commission, at its meeting on December 5 and 6, 1957, approved a resolution from the City of Salem requesting a cooperative project for installation of traffic signals at six intersections in Salem. Two of these intersections are on urban extensions of State highways and the other four are at city street intersections. Will you please prepare the necessary State-City agreement.

In the way of material to be included in the agreement, I offer the following:

1. The intersections involved are as follows:

    12th and Chemeketa Streets
    12th and Court Streets
    High and Ferry Streets
    Cottage and State Streets
    Liberty and Broadway Streets
    Court and Cottage Streets

    The first two intersections are on the Silver Creek Falls Highway, No. 163, ORE22. The remaining intersections are on city streets.

NOTED
[illegible] PAXSON

2. It is planned to install traffic signals at these six intersections in accordance with the attached plans.

3. The estimated cost of the installation is $32,640.

4. The State shall make the installation either with its own forces or by contract and in the first instance pay all costs thereof. The final cost shall be shared between the City and the State, with the State paying one-sixth the total cost and the City paying five sixths.

5. The City when returning the signed agreements shall submit its check for $27,200.

6. The city shall be responsible for maintenance and power consumption and the cost thereof at the six intersections to be signalized.

7. With respect to the installations at the two intersections of 12th and Chemekota and 12th and Court involving State highway routes, no changes shall be made in the timing program without prior approval in writing from the State.

8. With respect to the two installations at 12th and Chemeketa and 12th and Court Streets, the cost of future needed replacements shall be shared equally by City and State. Any such needed replacements and cost thereof at the four city street intersections shall be the sole responsibility of the City.

If after preparation you will submit the agreements to this office, we will check them and care for further processing.

ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

F. B. Crandall
Traffic Engineer

VPJ:kg
dp
cc: G. S. Paxson ✓
Clarence Swenson

RECEIVED
JAN 22 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 31 1957
FOR FILING

12/5/57
4g-1

December 18, 1957

Mr. Alfred Mundt
City Recorder
City Hall
Salem, Oregon

Dear Mr. Mundt:

With your letter of November 26, 1957 you transmitted to the State Highway Commission a certified copy of Resolution No. 7188 that was adopted by the City Council on November 25, 1957 concerning the installation of six traffic signals at certain street intersections in Salem, two of which are on Twelfth Street (route of ORE22). By its resolution the City agrees to pay $27,500 toward the cost of these installations with the understanding that the State would pay the cost in excess of such an amount.

This matter had the attention of the State Highway Commission at its meeting on December 5, 1957. The Commission was informed by the State Highway Engineer at that time that the total estimated cost for signalization of all six intersections is $32,640, of which amount the City's share would be approximately $27,200, and the State's share for the signals on Twelfth Street would be approximately $5,440. He recommended approval of the signalization of the six intersections under cooperative agreement between the State and the City with the understanding that the State and the City will share in the expense on the above mentioned basis and that the City will maintain all of the signals and provide electrical energy to operate them at no expense to the State.

You will be pleased to know that the Highway Commission approved the project on such basis.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: Mr. Kent Mathewson
City Manager
City of Salem
City Hall
Salem, Oregon

F. B. Crandall

November 29, 1957

Mr. Alfred Mundt
City Recorder
City Hall
Salem, Oregon

Dear Mr. Mundt:

This is to acknowledge your letter of November 26, 1957 transmitting Resolution No. 7188, adopted by the Salem City Council on November 25, 1957, in which resolution the Council states its willingness to enter into an agreement with the State Highway Commission for installation of six traffic signals listed therein; also, in which the City agrees to contribute the sum of $27,500 toward the cost of such installations.

The resolution will be brought to the attention of the members of the State Highway Commission and the State Highway Engineer for their information. You will be informed when action has been taken.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
W. C. Williams

RECEIVED
NOV 29 1957
FOR FILING

49-1

November 27, 1957

Oregon State Highway Commission

Gentlemen:

Discussions have been had with City of Salem officials in regard to the need for signalization at sundry intersections in the city. The intersections proposed for signalization are as follows:

12th (OR22) and Chemeketa Streets
12th (OR22) and Court Streets
High and Ferry Streets
Cottage and State Streets
Liberty and Broadway Streets
Court and Cottage Streets

Investigation and review indicates that signalization of the above listed intersections is warranted from the standpoint of traffic needs. The two intersections on 12th Street (OR22) involve a state highway and in accord with established policy would be installed on a 50-50 cost sharing basis between the State and City, with the cost of signalization at the four nonhighway intersections being cared for 100 per cent by the City. The total estimated cost for signalization of the six intersections is $32,640. The State's share of this amount would be $5,440 and the City's share would be $27,200.

I recommend your approval of signalization at the six-named intersections under cooperative agreement between the State and the City, with the State and City to share in the installation costs as set forth above and the City to care for maintenance and power consumption 100 per cent. If you approve this cooperative arrangement, the State's share ($5,440) can be charged to Minor Betterment Funds for Traffic Signal Projects to be Selected.

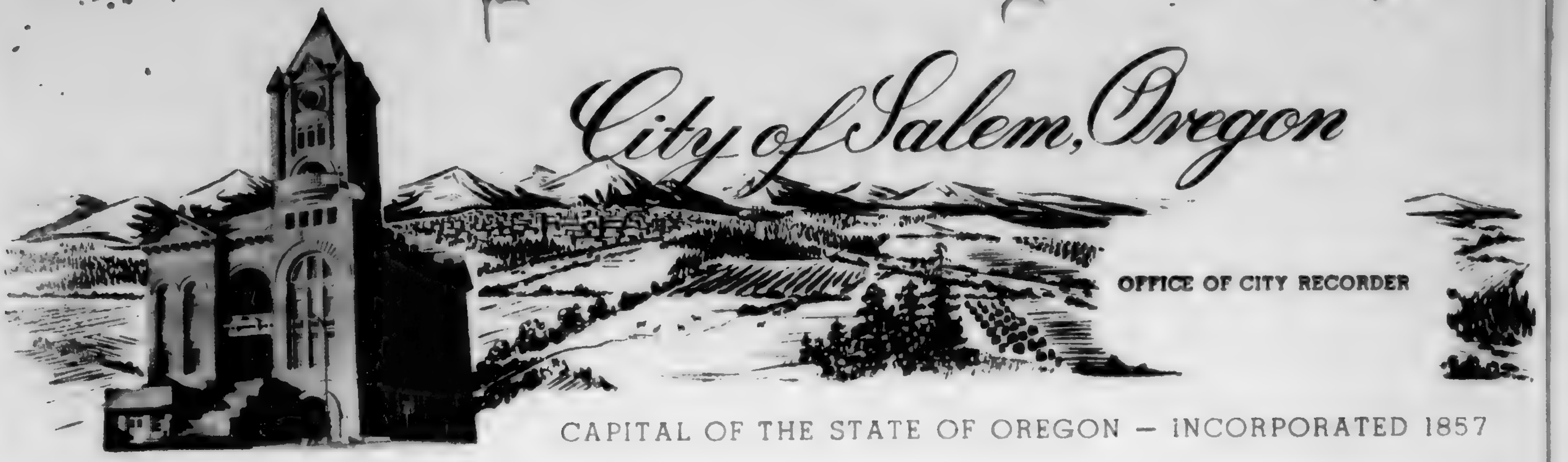
This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson
Mr. C. H. Maison
Mr. F. B. Crandall
FBC:njs fn

49



City of Salem, Oregon

OFFICE OF CITY RECORDER

CAPITAL OF THE STATE OF OREGON — INCORPORATED 1857

November 26, 1957

OREGON STATE HIGHWAY COMMISSION
Mr. H. B. Glaisyer, Secretary
Salem, Oregon

Dear Mr. Glaisyer:

We are enclosing herewith for presentation to the Oregon State Highway Commission a certified copy of City of Salem Resolution No. 7188, authorizing the city to enter into an agreement with the State of Oregon for installation of six traffic signals at the following intersections:

Twelfth and Chemeketa Streets
Twelfth and Court Streets
High and Ferry Streets
Cottage and State Street
Liberty and Broadway Streets
Court and Cottage Streets.

This Resolution was adopted by the Council at their last regular meeting held November 25, 1957.

Very truly yours,

Alfred Mundt,
City Recorder

AM:b/i

Enc.

RECEIVED
NOV 27 1957
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

CERTIFICATION

STATE OF OREGON)
County of Marion) ss.
City of Salem)

I, ALFRED MUNDT, hereby certify that I am the duly appointed, qualified and acting Recorder of the City of Salem, Oregon, and I further certify that the foregoing copy of Resolution No. 7188, passed by the Common Council on the 25th day of November, 1957, has been prepared by me, and compared with the original and is a true and correct copy of the original and of the whole thereof.

WITNESS my hand and the seal of the City of Salem, Oregon this 26 th day of November, 1957.

City Recorder of the City of
Salem, Oregon

CERTIFICATION

STATE OF OREGON)
County of Marion) ss.
City of Salem)

I, **ALFRED MUNDT**, hereby certify that I am the duly appointed, qualified and acting Recorder of the City of Salem, Oregon, and I further certify that the foregoing copy of Resolution No. 7188, passed by the Common Council on the 25th day of November, 1957, has been prepared by me, and compared with the original and is a true and correct copy of the original and of the whole thereof.

WITNESS my hand and the seal of the City of Salem, Oregon this 26 th day of November, 1957.

City Recorder of the City of
Salem, Oregon

RESOLUTION NO. 7188

BE IT RESOLVED BY THE COMMON COUNCIL
OF THE CITY OF SALEM, OREGON:

THAT the City of Salem enter into an agreement with the State of Oregon, by and through the Oregon State Highway Commission, for the installation of six traffic signals at the following intersections, to-wit:

Twelfth and Chemeketa Streets
Twelfth and Court Streets
High and Ferry Streets
Cottage and State Street
Liberty and Broadway Streets
Court and Cottage Streets;

contract to provide that the City will pay $27,500.00 toward the cost of installing these signals and the State to pay any amount such cost exceeds $27,500.00; and the mayor and recorder hereby are authorized to sign such contract on behalf of the City of Salem after the terms of the agreement have been approved by the City Administrator.

ADOPTED by the Common Council this 25th day of November, 1957.

ATTEST:
/s/ Alfred Mundt
City Recorder

RECEIVED
MAY 15 1957
FOR FILING

May 14, 1957

199

Mr. Kent Mathewson
City Manager
City of Salem
City Hall
Salem, Oregon

Dear Mr. Mathewson:

Reference is made to your letter of April 22 advising of the City Council's approval of signalization of four intersections, two of which involve a state highway route. Mr. F. B. Crandall, of our Department, quoted some preliminary cost estimates which you tabulate in your letter indicating the relative cost responsibility between the City and State.

Upon close inspection of this cost estimate, it appears that such will run considerably above the figures quoted, due primarily to interconnection with existing signals which involves the rather costly item of underground conduit, trenching, et cetera. The revised tabulation of cost based on more recent estimate is as follows:

Intersection	Cost	
State Highway		
12th and Chemeketa Streets	$ 6,600	
12th and Court Streets	6,600	
Subtotal		$13,200*
City Streets		
High and Ferry Streets	$ 5,000	
Cottage and State Streets	5,000	
Subtotal		10,000
Total estimated cost of four intersections		$23,200

*Includes $800 estimated additional cost to provide four extra length poles to accommodate street light luminaire units. In accord with past practice, this $800 additional cost would be a nonparticipating item to be cared for 100 per cent by the City.

Prorating the foregoing costs, the distribution would be as follows:

State's share $\frac{\$13,200 - \$800}{2} =$ \$ 6,200 (27%)

City's share \$13,200 - \$6,200 + \$10,000 = \$17,000 (73%)

I will appreciate your reaction regarding the revised estimates before presenting this matter to the Highway Commission.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. Harold Davis
City Engineer

Mr. W. C. Williams
Mr. F. B. Crandall

FBC:njs fn

FORM 830—50M—6-56—96654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 13, 1957

SUBJECT: Proposed Signalization
Salem

GSP 199

To: G. S. Paxson
Assistant State Highway Engineer
Office

I am attaching hereto a Suggested-Draft to Mr. Mathewson, which I believe, is self-explanatory of the situation, however, my face is a bit red. At the time this matter of the cost estimates was initially discussed, I pulled some things out of the air and posed to Harold Davis not realizing they would move out, prior to jelling a bit more, without giving us an opportunity to make more detailed cost estimates.

In contracting the four intersections, they would be let on a lump-sum basis, which makes it somewhat impracticable to break down cost distribution by individual intersections in the final ~~running~~ reckoning. My suggestion would be that when it comes to writing up an agreement, we set up the cost sharing on the basis of percentage pro-rata, based on our prelim estimate.

F B Crandall
F. B. Crandall
Traffic Engineer

FBC:njs

Attachments

RECEIVED
APR 24 1957
FOR FILING

Salem, Oregon
April 23, 1957

Traffic signals in Salem

Mr. F. B. Crandall
Traffic Engineer

Herewith copy of a letter from Mr. Mathewson, City Manager of Salem, with reference to traffic signals at Chemeketa and 12th, Court and 12th, High and Ferry and Cottage and Church.

Will you please assemble the necessary information so that an agreement can be drawn with the City. Also, please advise whether our unallocated budget for signals will cover our portion of the expenditure.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

Encl.
cc Mr. W. C. Williams

City of Salem, Oregon
OFFICE OF CITY MANAGER
CAPITAL OF THE STATE OF OREGON – INCORPORATED 1857

April 22, 1957

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Building
Salem, Oregon

Dear Mr. Williams:

The city council of the City of Salem has recently approved the signalization of four intersections, two of which are state highways intersecting city streets.

We have conferred with Mr. F. B. Crandall, your traffic engineer, on estimated cost and the division of the same as follows:

STREETS	CITY'S SHARE	STATE'S SHARE	TOTAL COST
Chemeketa and Twelfth	$ 2,000.00	$ 2,000.00	$ 4,000.00
Court and Twelfth	2,000.00	2,000.00	4,000.00
High and Ferry	3,500.00	None	3,500.00
Cottage and Church	3,500.00	None	3,500.00
	$ 11,000.00	$ 4,000.00	$ 15,000.00

We further request, if you approve these installations as above proposed, that you take all necessary steps for the preparation of plans, awarding of contracts and inspection of the same in a similar manner as such installations have been formerly made.

Thanking you for your continued assistance, I am

Very truly yours,

Kent Mathewson
City Manager

KM:mb

I-176(19) North Jefferson Jct.-North 1958
Albany St. Sec. of the
#5131 Pacific Hwy.

Phc
18307

FORM E-123-X 80M 4-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
MAR [illegible] 1960
FOR FILING
I-176(19)
5131

March 17, 1960

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Pole Line Permit No. 5693
Pacific Interstate Highway
Project No. I-176(19)

Dear Sir:

Attached are three identical copies of a permit we propose to issue to the Pacific Power & Light Company, covering a power pole line to be located adjacent to the easterly frontage road at Murders Creek Interchange on the subject-named project.

We have previously discussed this permit with Mr. Willis Grafe of your office, who indicated his recommendation for approval. Of the enclosed permit, two are conformed copies intended for your use. Will you please have the Bureau of Public Roads formally approve the executed copy of the permit and return same to this office for permanent filing.

Very truly yours,

R. B. Sipprell
Director of Permits

By

Original signed by R. P. Hamilton

R. P. Hamilton
Utilities Permit Engineer

RPH:dw
Encls.

cc: Mr. P. M. Stephenson

RECEIVED
MAR 17 1960
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

RECEIVED
JAN 31 1960
FOR FILING

I-95(19)

5131

January 21, 1960

American Casualty Co.,
Washington St. at Madison
Reading
Pa.

Gentlemen:

State Highway contract #5131 for paving the North Jefferson Jct.-North Albany Jct. Section of Pacific Highway in Marion-Linn Counties was completed by the contractor, Roy L. Houck & Sons and Roy L. Houck Sons' Corp., on September 22, 1959, and was formally accepted by the Highway Commission on December 16, 1959.

Final payment in the amount of $38,152.97 will be released to the contractor on or after February 1, 1960. The total contract amount is $1,292,202.15, of which amount $18,577.18 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Casualty Co.,
Huggins Ins. Agency
373 North Church St.,
Salem, Oregon

A

RECEIVED
DEC - 1 1959
FOR FILING

[illegible]

57-1

November 27, 1959

American Casualty Co.,
Washington St. at Madison
Reading, Pa.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roy L. Houck & Sons and Roy L. Houck Sons' Corp., on contract #5131 for paving the North Jefferson Jct.-North Albany Jct. Section of Pacific Highway in Marion-Linn Counties.

This payment, in the amount of $75,808.11, will be released to contractor on or after December 7, 1959. The retained percentage is $38,785.03.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Casualty Co.,
Huggins Ins. Agency
373 North Church St.,
Salem, Oregon

RECEIVED
NOV 19 1959
FOR FILING

[illegible]

5131

A

November 19, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you of the revised completion date of September 22, 1959, on Contract No. 5131, N. Jefferson Jct.-N. Albany Jct. Section, in Marion and Linn Counties, in connection with Federal Aid Project No. I-5-4(13)235.

The completion date is revised to cover work performed under E.W.O. #9 for removal of median crossovers. No additional workdays were charged.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb
cc: Clarence G. Swenson

1

RECEIVED
NOV - 4 1959
FOR FILING
I 176(2)
5131

November 3, 1959

Mercer Steel Co., Inc.
2636 N. W. 26th Ave.
Portland 10, Oregon

Attention: Mr. Neil A. Austin

Gentlemen:

This is to acknowledge receipt of your communication of October 31 regarding our Contract No. 5131 with Roy L. Houck & Sons' Corp. for paving the N. Jefferson Jct.-N. Albany Jct. Section of the Pacific Highway in Marion and Linn Counties.

We have checked with our Office Engineering Division and they have informed us that the retainage on this project is still $94,701.98.

As you know, this job was completed June 25, 1959 but has not yet been accepted by the Highway Commission. It is not known just when it will be accepted as the final records have not been received in our Office Engineering Division.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

MERCER
STEEL CO., INC.

Reinforcing Steel and
Building Specialties
CApitol 6 2511
2636 N. W. 26th AVE.
PORTLAND 10, OREGON

October 31, 1959

State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query, Secretary

Subject: Retained Percentage - Roy L. Houck and Sons' Corp.
Contract #5131 - North Jefferson Junction - North
Albany Junction Section of the Pacific Highway
Marion and Linn Counties

Gentlemen:

On August 19, 1959, you wrote to us outlining the acceptance and payment status of the subject job.

As the general contractor continues to withhold a retained percentage from us, we are interested in knowing the acceptance and payment status at this time.

Thank you for your help in this matter.

Sincerely,

Neil A. Austin

Neil A. Austin

[illegible] please answer

NAA/jm

[illegible]

11-3-59

Carl Nelson — Porters office
Final records aren't in yet —
R/R certification not in —

~~$1,178,211.07~~

Ret - 94,701.48

RECEIVED
2 1959
OREGON
STATE HIGHWAY COMMISSION

C W HEAD

RECEIVED
AUG 26 1959
FOR FILING

August 25, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

N. Jeff. Jct.-Albany Section
Contract 5131 I-5-4(13)235
N. Albany Jct.-Lebanon Rd. Sec.
Contract 5345 I-5-4(22)228
Your File 08-35.4

Dear Sir:

Further reference is made to the matter of federal aid for royalty costs on material removed from the Santiam River and used on the above contracts. It appears that confusion and misunderstanding have entered the picture as some of the statements in both Mr. McClarty's and your letter are completely irrelevant to the issue. Please let me emphasize that it is not the intention of this department to request federal aid on stockpiled materials or for any other material for that matter until it is incorporated in the job. Your statement "that a large portion of the crushed material, for which you are requesting royalty payments, is still in stockpile" is without foundation and must have been based on speculation or guess.

Relative to Project I-5-4(13)235, Contract 5131, we will shortly submit to you a statement giving our argument as to why the furnishing of State-controlled materials in this instance is in the public interest together with photostatic proof that royalty payments have actually been made. It is hoped that you will then be in position to recommend the matter for federal reimbursement.

As to Project I-5-4(22)228, we are at a complete loss to understand the B.P.R. theory. To ask a contractor to accept a reduction in unit price bid because he happens to be in a favorable position is not in keeping with the competitive system of contract procedure. Surely your people recognize that a contractor who is on the ground and has a project under construction may have a natural advantage in bidding an adjacent job over one who must move in and set up. In the subject case, a comparison of the bids indicates beyond doubt that the public has gained an economy because of this situation. The State received 6 very competitive bids on this project which ranged from a low of $1,683,464 to a high of $1,843,646. The spread was $160,182 or 9.6%. In addition, the low bid was only $12,069 or 7/10 of one percent below the second bidder and 8.4% below the average of the five higher bids. Compare this if you will with bid item No. 18, Coarse Crushed Material in Base. The low is 7.5% below the second bid and 17.2% below the average of the five higher bids and with item No. 19, 3/4" - 0 Material in Base, where the low bid is 9% below the second bid and 16.7% below the average of the higher five. Now why was this contractor able to bid so much less on these particular items than five other well known and competent operators? It had to be because he was set up and operating that he could submit such a price. It is true he had no positive way of knowing that the State would permit him to provide material for Project I-5-4(22)228 from this source but I am sure he was aware that it is not the practice of this department to take punitive advantage of a contractor simply because such a legal right might exist. Another point in this problem is a comparison of the bids on Project I-5-4(13)235, here you will note that the successful contractor was not low bidder on the items in question, the bids being submitted of course before any set up was made.

This letter is intended as a protest to your August 17, 1959 letter as the later applies to Project I-5-4(22)228 and we request that the matter be reconsidered at both your division and regional levels.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RLP:bb

RECEIVED
JUL - 1 1959

I 17(19)

5131

July 1, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed June 25, 1959, on Contract No. 5131, North Jefferson Junction-North Albany Junction Section, Marion and Linn Counties, in connection with Federal Aid Project No. I-5-4(13)235 [I-176(19)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:mfh

cc: Mr. Clarence G. Swenson

Form E-1—(Rev.)—10M—2-59

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 26, 19 59

Section N Jefferson Jct - N Albany Jct
Kind of work Paving
Highway Pacific County Marion & Linn
Section prefix 24-1034
Contractor Roy L. Houck & Sons
Contract number 5131
Date of contract February 28, 19 58
Specified work days 130
Date work started April 3, 19 58
Work days used 122
Project authorization $ 1,437,967.13
Exclusive of engineering $ 1,335,711.69
Per cent of time elapsed %
Estimated cost of completed project, exclusive of engineering $ 1,335,711.69
Estimated per cent overrun or underrun %
Per cent of contract completed, based on estimated cost 100 %
Engineering authorization $ 102,255.14
Engineering cost to date $ 99,981.53, 98 %
Date project was completed June 25, 19 59

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
	100			100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

All contract work completed.

Force account work at Doty Creek completed.

Contractor removing shops from Santiam River.

FINAL REPORT.

CONSTRUCTION DIVISION
RECEIVED
JUN 29 1959
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

NOTED

Noted
M. N. Juve

NOTED
C. E. [illegible]

Signed Alfred [illegible]
Address 208 Laboratory Building, Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	~~MAINTENANCE MATERIALS~~	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		9.12	PCC PAVING 9.12		AC 9.70
Miles partially completed					
Miles completed		9.12	9.12		9.70
Total estimated quantities (contract)		237,400	133,000	2848	43,000
Total quantities corrected to date		229,450	129,910	3440	50,970
Estimated quantities moved or placed to date		229,450	129,910	3440	50,970
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Cloudy		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
JUL 1959
FOR FILING

June 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 9 covering removing median cross-overs on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion & Linn Counties, Contract No. 5131, in connection with Federal Aid Project No. I-5-4(13)235[I-176(19)].

In order to open the new highway lanes on this Section three median cross-overs were constructed: two to detour the Santiam River Bridge and one at Murder Creek. These cross-overs are in addition to those specified for removal by the contractor in the Special Provisions and plans.

The Murder Creek cross-over has been removed. This was necessary for safety and to eliminate confusion. The cross-overs for the Santiam River Bridge will be in use until the bridge painting has been completed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

DBP:br
Enc.

RECEIVED
JUN 18 1959

I 176 [illegible]

5131

June 17, 1959

N.Jefferson Jct.-N. Albany
  Section
Pacific Highway
Marion and Linn Counties
Contract 5131, Project Nos.
  I-5-4(13)235, I-176(19)
Your File 08-35.4

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of June 16, 1959, in which you deny federal participation in the cost of sand and gravel removed from the bed of the Santiam River and which was used by our contractor in this project.

The information and material sent to you on June 17, 1959, relative to Project I-5-4(22)228, Contract 5345 also applies to this case. It is hoped that after you have had opportunity to examine these data that you will advise us that these royalties are eligible for federal aid.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Asst. State Highway Engineer

RLP:bb

RECEIVED
JUN 12 1959
FOR FILING

I-5-4(13)

5131

June 11, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of State Force Work Order covering compensation to the State Land Board for gravel materials removed from the Santiam River in connection with construction of the North Jefferson Jct.-North Albany Jct. Section, Contract No. 5131, Project No. I-5-4(13)235, which source was listed in the contract special provisions as acceptable and available for use by the contractor.

At the time of receiving bids it was our understanding the river was not considered navigable but a subsequent ruling from the State Land Board based on records showing previous usage of the stream by river traffic, classified it as navigable and subject under State law to royalty payments.

We are submitting the enclosed documents covering these payments and request your approval of the item as a minor change.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RLP:bb

RECEIVED
[illegible] 1959
FOR FILING
I 176
231

April 22, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 8 covering correcting drainage on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion and Linn Counties, Contract No. 5131, in connection with Federal Aid Project No. I-5-4(13)235 [I-176(19)].

A 22" x 13" culvert, installed under a previous contract on the "G" line of the Murder Creek Interchange, has become plugged and ditches have been silted to the point they will not carry the drainage.

To repair this condition, it is necessary to salvage and reinstall the pipe and to open the ditches so they will function. It is expected that with this work corrections can be made so that the same trouble will not occur in the future.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

RECEIVED
R 16 1959
FOR FILING

April 14, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering signing and illumination of semi-permanent nature on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion and Linn Counties, Contract No. 5131, in connection with Federal Aid Project No. I-5-4(13)235[I-176(19)].

This work is necessary for the guidance and safety of traffic.

These installations will remain in place until construction on the North Albany Junction-Lebanon Road Project has progressed to the stage where another traffic pattern will have to be made.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

A

RECEIVED
DEC 24 1958
FOR FILING

I-176 (3)

5(3)

December 18, 1958

Mr. Courtney R. Johns
Attorney at Law
Post Office Box 470
Albany, Oregon

Dear Sir:

Pursuant to your letter of December 3, 1958, Mr. J. D. Walker, our Division Engineer, and Mr. Ray Asburry met with yourself and Mr. Hinds regarding the possibility of making an access from the relocated Pacific Highway to the frontage road in the vicinity of the Tower Grove Service Station.

Investigation has shown that such an access would not be consistent with interstate design standards and would create a severe traffic hazard. Such an access can not, therefore, be considered.

Concerning your request for leaving the old connection between the Pacific Highway and the presently used Pacific Highway in place, I must advise that this must be removed for the same reason. This fact was recognised at the time the interchange was designed so that an alternate connection was designed and constructed approximately 600 feet westerly from the old connection. This new connection was constructed as close as possible to the interchange facilities without creating a hazard. Rules and regulations on which the interstate system is being built will not permit a modification of this kind.

In view of the foregoing, your request must be denied.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:fp:ae

cc to: Mr. Forrest Cooper
Mr. Tom Edwards

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 15, 1958

SUBJECT: Assignment 68-Y
N. Jefferson Jct.-N. Albany Section
Pacific Highway
Contract No. 5131

To:
Mr. Tom Edwards
Construction Engineer
Office

December 12 Mr. Courtney R. Johns and Ray Hinds, owner of the Tower Grove Service Station in Albany, were contacted by the Division Engineer and myself concerning difficulties being encountered by Mr. Hinds in the operation of his service station.

As you know, in the construction of the subject project this service station has been cut off from direct access to the Pacific Highway. Mr. Hinds was desirous of have a connection constructed from the AA Line of the North Albany Interchange to the frontage road in the vicinity of his service station. This would be difficult to do from an engineering standpoint and would also create a traffic hazard.

It was pointed out to Mr. Hinds and Mr. Johns that no such access could be constructed in this vicinity. They then proposed that the existing connection between the old Pacific Highway and the Pacific Highway now in use be maintained in its present position, which is approximately 200 feet westerly of the service station. This connection would have to be connected to a one-way couplet of the interchange and within the interchange area. They were advised that this connection would have to be removed but they wanted word from higher authority. The Bureau of Public Roads was contacted regarding this and definitely stated that this connection would have to be removed.

Attached is a rough draft of a letter to Mr. Johns regarding this matter.

CONSTRUCTION DIVISION
RECEIVED
DEC 16 1958
NOTED.. ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA:AM

RECEIVED
DEC 4 1958
FOR FILING

December 4, 1958

Mr. Courtney R. Johns
Attorney at Law
P. O. Box 470
Albany, Oregon

Dear Mr. Johns:

We are referring your letter of December 3 concerning difficulties being encountered by Mr. Ray Hinds, owner of the Tower Grove Service Station in Albany, to the State Highway Engineer.

I am sure that someone representing him will contact you in the near future.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: W. C. Williams

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 4, 1958

SUBJECT: North Jefferson Junction-
North Albany Junction
Pacific Highway
Contract No. 5131

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

RECEIVED
DEC - 5 1958
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

I am forwarding herewith a copy of a communication from Mr. Courtney R. Johns, Attorney, representing Mr. Ray Hinds, owner of the Tower Grove Service Station and Restaurant in Albany.

Will you please contact Mr. Johns and discuss his problem with him and make a report to this office.

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

NOTED

Johns
WA 8-9525

NOTED
R. D. ASBURRY

PHONE WA 8-8828

COURTNEY R. JOHNS
ATTORNEY AT LAW
P O BOX 470
ALBANY OREGON

December 3, 1958

State Highway Commission
Salem, Oregon

Gentlemen:

Mr. Ray Hinds owns the Tower Grove Service Station, restaurant, and adjoining properties just North of Waverly Lake in Albany. Recently you have erected a barricade so that motorists can no longer turn from Highway 99 into his place of business.

Obviously there has been a great loss on his part, and I would like to discuss this matter with your representative. Will you kindly request him to contact me at his earliest convenience.

Very truly yours,

Courtney R. Johns
Courtney R. Johns

CRJ:ghw

2H-1034

Salem, Oregon
September 26, 1958

Access
Shell Service Station
North Albany Interchange

Mr. W. C. Williams
State Highway Engineer
Office

Mr. Ray Hains, operator of the Shell Service Station at the North Albany Interchange, was contacted yesterday regarding the access to his service station.

There has been a direct access from the service station to the Pacific Highway but the access is now restricted to a frontage road by a median barrier constructed between the frontage road and the Pacific Highway. This barrier is necessary to separate the traffic on the frontage road from the traffic on the Pacific Highway, both being two-way roads and quite close together.

Mr. Hains wanted a gap to be made in the median barrier opposite the approach to his service station so he could have direct access to the Pacific Highway. It was pointed out to him that this would create a severe traffic hazard by letting the traffic move from the frontage road to the Pacific Highway and vice versa in this area as there was no storage room between the two roads. He is aware that when construction is completed through this area there will be no access between the Pacific Highway and his service station but he stated that with the Murder Creek Interchange completed this would make very little difference to his business. Until the Murder Creek Interchange is completed, it is his thought that his business will suffer severely with no connection from the frontage road to the existing highway north of his station.

This problem is not as severe as he would make us think, because we are leaving a connection between the frontage road and the existing highway at Station 1028 until the Murder Creek Interchange is completed. This will allow his patrons to go north from his service station on the frontage road to Station 1038 and enter upon the existing highway at that station without having to double back towards Albany.

The undersigned advised Mr. Hains that we would not recommend.

NOTED
GERALD WIMER

NOTED
R. P. HAMILTON

NOTED
J. D. WALKER

in fact would talk very strongly against making a gap in this median barrier but as the subject had been submitted through Mr. Williams' office, a report would be made to Mr. Williams for final decision.

J. D. Walker
Division Engineer

By

R. D. Asburry
Assistant Division Engineer

RDA:AM

RECEIVED
DEC 11 1958
FOR FILING
I-176(19)
5131

A

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section N. Jefferson Jct.-N. Albany Jct. Highway Pacific

County Marion MP ______ to MP ______ Contractor Roy Houck & Sons

Resident Engineer G. Starkey Inspector ______

Date Completed October, 1958 Date Reported December 5, 1958

Type and Thickness of Wearing Surface 8"P.C.C. A. C.____ Oil Mat ______ Seal.

N, (S), E, W from MP or Sta. 515+00
East Lane

Mile	Wheel Count	Roughness Total	Roughness Per Mile	Test Run On Top	Test Run On Base	Test Run On Seal
1	750	65	65			
2	1500	130	65			
3	2250	190	60			
Sta.718+00 3.4 ~~4~~ 1	3000	215= 63	62 63			
~~5~~ 2	3750	126	63			
~~6~~ 3 4	4500	184 251	58 67			

Average Roughness Per Mile 63"

N, (S), E, W from MP or Sta. 515+00
West Lane

Mile	Wheel Count	Roughness Total	Roughness Per Mile	Test Run On Top	Test Run On Base	Test Run On Seal
1	750	67	67			
2	1500	131	64			
3	2250	198	67			
3.4 ~~4~~1	3000	223= 62	62 62	Sta. 718+00		
~~5~~ 2	3750	134	72			
~~6~~ 3 4	4500	201 282	67 81			

Average Roughness Per Mile 68"

Remarks: Job in two sections due to incomplete structure.

To 75	- Good
75-100	- Fair
Over 100	- Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

NOTED
FORREST COOPER

RECEIVED
DEC 8 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 1958
FOR FILING
I-176(19)
5131

NOTE
W. C. WIL

OREGON STATE HIGHWAY DEPARTMEN.
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division
Paving Section

Section N. Jefferson Jct.-N. Albany Highway Pacific * Prefix 24-1034

County Marion MP ____ to MP ____ Contractor Roy Houk & Sons

Resident Engineer G. Starkey Inspector ____

Date Completed ____ Date Reported 10/28/58

Type and Thickness of Wearing Surface PCC ~~A. C.~~ ~~Oil Mat~~ ~~Seal~~

N, [✓ S] E, W from MP or Sta. 515+00 Southbound - West Lane							N, [✓ S] E, W from MP or Sta. 515+00 Southbound - East Lane						
Mile	Wheel Count	Roughness		Test Run On			Mile	Wheel Count	Roughness		Test Run On		
		Total	Per Mile	Top	Base	Seal			Total	Per Mile	Top	Base	Seal
1	750	80	80	x			1	750	72	72	x		
2	1500	146	66	x			2	1500	141	69	x		
3	2250	215	69	x			3	2250	206	65	x		
~~4~~ 3.5	3000	249 =	68	x			~~4~~ 3.5	3000	230 =	48	x		
5	3750						5	3750					
~~6~~ 1	4500	65	65	x			~~6~~ 1	4500	67	67	x		
~~7~~ 2	5250	136	71	x			~~7~~ 2	5250	140	73	x		
~~8~~ 3	6000	204	68	x			~~8~~ 3	6000	206	66	x		
~~9~~ 4	6750	287	83	x			~~9~~ 4	6750	281	75	x		
10	7500						10	7500					
11	8250						11	8250					
12	9000						12	9000					
Average Roughness Per Mile 71"							Average Roughness Per Mile 68"						

Sta. 718+00

Remarks: This job in 2 sections due to incomplete bridge test vehicle (1955 3/4 ton P.U.) rides well at 50 MPH.

STANDARD ROAD ROUGHNESS INDICATOR RATINGS	
[redacted]	[redacted]
[redacted] ~~7~~0-75 Good [redacted] 75-100 Fair [redacted] 100-Poor	[redacted]

CC: Construction Engineer
Division Engineer
Resident Engineer
Deputy Highway Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

RECEIVED
OCT 16 1958
FOR FILING

I-76 (19)

5131

October 16, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering clearing and improving drainage of Doty Creek on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion and Linn Counties, Contract No. 5131, in connection with Federal Aid Project No. I-5-4(13)235, [I-176(19)].

This work is necessary to provide adequate drainage in this area. Property owners on both sides of the highway have cleared and opened Doty Creek. Since this has been done, the volume of water in peak run-off is greater than the present channel can carry.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

Encl.
DBP:cr

RECEIVED
OCT 6 1958
FOR FILING

I-[illegible]

[illegible]

October 3, 1958

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are resubmitting herewith for your consideration and approval copies of Order for Extra Work No. 5 covering barricades on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion and Linn Counties, Contract No. 5131, in connection with Federal Aid Project No. I-5-4(13)235 [I-176(19)].

The barricades are necessary to direct and control traffic for this contract and for the Murder Creek Interchange structures contract. They will need to remain in place and use until both north and south lanes are opened to traffic. They will then be used on Interstate Highway construction projects as needed.

It is not considered justified to require the contractor to assume the cost of the barricades, as suggested in your letter of September 26, 1958, under these conditions.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

Encl.

DBP:cr

A

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SEP [illegible] 1958
FOR FILING
I-[illegible](19)
5131

September 26, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 263 covering painting and reflectorizing sight posts on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion and Linn Counties, Contract No. 5131 in connection with Federal Aid Project No. I-5-4(13)235 [I-[illegible](19)].

At the time of contract award this work was not being included as an item of the contract. The State has the equipment and crews to do the work more economically than the contractor can do it. The amount is too small for a separate contract.

Your approval of this order at agreed unit prices using State forces is requested.

The total estimated amount of the order is $1,850.00 with Federal participation of $1,665.00

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:cr

RECEIVED
SEP 11 1958
FOR FILING

I-176(19)

3131

September 11, 1958

Oregon Portland Cement Co.
111 S. E. Madison St.
Portland, Oregon

Attention: Mr. Emery N. Sundberg

Gentlemen:

Reference is made to your letter of September 9, 1958, requesting information as to payments to Roy L. Houck & Sons for work on Highway 99 E at the Santiam River Crossing.

The contract with Roy L. Houck & Sons for Portland Cement concrete paving is our contract No. 5131. It covers pavement construction on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway.

Payments are made on estimates submitted by the Resident Engineer to the Division Office on the 10th of each month. Processing of the payment requires from two to three weeks. The contractor should receive payment the last week of the month or early the following month.

No more definite statement as to the date on which payment will be received can be made.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:cr

OREGON PORTLAND CEMENT CO.
111 S.E. MADISON
PORTLAND, OREGON

September 9, 1958

Mr. F. H. Probert
Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Sir:

At the present time we are supplying Roy L. Houck & Son, cement for the construction work being done on Highway 99E at the Santiam River Crossing.

This amounts to a large amount of cement and a very large sum of money owed to us by Mr. Houck. Therefore, we would like very much if you would be able to supply us with information as to when the State Highway Department will be paying Mr. Houck for the work he is doing. We may then be able to determine when we can anticipate payment from Mr. Houck.

We would appreciate it very much if you would fulfill our request. Thanking you, we are

Very truly yours,

OREGON PORTLAND CEMENT COMPANY

Emery N. Sundberg

Emery N. Sundberg
Assistant Secretary

ENS/es

RECEIVED
SEP 9 - 1958
FOR FILING

573

September 8, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5, covering furnishing and installing barricades on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion and Linn Counties, Contract No. 5131, in connection with Federal Aid Project No. I-5-4(13)235 [I-176(19)].

It is necessary to place barricades to direct and control traffic in changing from four to two lanes, etc., and on detours. Three prints of the proposed barricades are attached. These barricades will be used on future detours.

Very truly yours,

W. C. Williams
State Highway Engineer

By

D. B. Paxson
Assistant State Highway Engineer

Encl.

DBP:maj

RECEIVED
SEP 9 - 1958
FOR FILING

[illegible]

5131

September 5, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering chipping concrete on the longitudinal joint on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion and Linn Counties, Contract No. 5131, in connection with Federal Aid Project No. I-5-4(13)235 [I-176(19)].

This work is necessary to chip off loose and cracked concrete and bring to a vertical face portions of the pavement where the longitudinal joint has failed.

Design of the pavement has been changed to eliminate the longitudinal center joint and correct the breaking. Work has been started as it is necessary to make the correction between Stations 592+30 and 704+00 before the second panel is constructed.

Very truly yours,

W. C. Williams
State Highway Engineer

By /s/ GSP

for Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Enc.

RECEIVED
SEP 9 - 1958
FOR FILING

I-176(19)

5131

September 5, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering adjustment of forms on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion and Linn Counties, Contract No. 5131, in connection with Federal Aid Project No. I-5-4(13) 235[I-176(19)].

Due to the elimination of the tongue and groove type of longitudinal joint, it is thought additional tie bars should be used to give sufficient strength at the joint. The steel forms are, therefore, to be drilled to place tie bars at 20" centers instead of the 40" centers stated in the contract.

Very truly yours,

W. C. Williams
State Highway Engineer

By GSP 14

for Forrest Cooper
Deputy State Highway Engineer

DBP:maj

Encl.

4 copies (EWO No. 3

COMMISSION
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

[illegible] GLAISTER, SECRETARY
SALEM

RECEIVED
AUG [illegible] 1958

I-176(13)

5131

A

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

OREGON STATE HIGHWAY COMMISSION
OFFICE OF M. K. McIVER
225 S. W. BROADWAY
PORTLAND 5, OREGON

August 25, 1958

Mr. Lindas

Mr. W. C. Williams, State Highway Engineer
State Highway Building
Salem
Oregon

Dear Mr. Williams:

I am forwarding on a letter I just received from Earl B. Houston. You may handle this as you see fit.

Yours very truly,

M. K. McIver
Chairman

MKM:f
Enc.

3673 Circle Drive
Albany, Oregon
August 5, 1958

Mr. Milo K. McIver
Chairman, State Highway Commission
1265 S. W. Davenport
Portland, Oregon

Dear Sir

Under a Salem heading as of August 1, 1958, it stated to the effect that it cost the State Highway Commission $183,000.00 to fight condemnations in court. This is not suprising when one takes under consideration the way property is obtained by the State Highway Commission. Does it cover the cost the counties are put to? Appraisers employed at the rate of $100.00 per day in most cases they are not familar with the valuations in this vicinity. Why not pay the property owner this money and you might save court costs.

The home owner loses out in more ways than one. A chicken tight fence was bulldozed over several months ago and to this date had not been restored. A natural stream was dammed up by a fill after I told some engineer that all he had to do was put a concrete pipe under the fill plenty of time before the fill was made. This stream furnished water for stock seven months during the year. A 160 gravel road was taken by the State Commission and Mr. W. C. Williams says that he is under no obligation to replace this road. I think different.

I had a well paying business which was lost with the taking of the land and your legal department refused to pay one cent for this loss. (The only reason as to why they refused to pay for this business was to the effect that they had not run into this kind of business before). This can be settled out of Court unless you want to add to the $183,000.00.

If the Commission is interested I would be glad to talk to one of their representatives.

Very truly yours,

Earl B. Houston

Albany Democrat-Herald

LINN COUNTY'S ONLY DAILY NEWSPAPER • ESTABLISHED 1865

ELMO SMITH
PUBLISHER
GENERAL MANAGER

RALPH B. LEE
ASS'T GEN. MANAGER
ADVERTISING DIRECTOR

ALBANY, OREGON

REFERRED TO Cooper
~~By State Highway Engineer~~

file

I-176(19)
5131

NOTED
W. C. WILLIAMS

August 25, 1958

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Dutch:

I am happy to report the taxi ways at the Albany Airport have been improved to the point where the airport can now be used.

I would like to express my appreciation for the attention that Mr. Walker, Mr. Cooper, and yourself gave this request.

With kindest personal regards,

Very truly yours,

Elmo Smith
Elmo Smith
Publisher

ES:nkw

RECEIVED
AUG 26 1958
STATE H

Copy to Walker

NOTED
FORREST COOPER

RECEIVED
AUG 21 1958
FOR FILING

J-[illegible](19)

[illegible]

August 20, 1958

Mr. Elmo Smith
Democrat-Herald
Albany, Oregon

Dear Mr. Smith:

You recently called the highway office in Salem in regard to the taxi ways at the reconstructed Albany Airport. In my absence you talked to Mr. Cooper.

Our Division Engineer, Mr. Walker, took this matter up with the contractor and prevailed upon him to oil the taxi ways, which work, I am happy to tell you, has now been done.

With kindest personal regards,

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper

FC:me fn

RECEIVED

5131

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 13, 1958

To: MEMO TO THE FILES

SUBJECT: N. Jefferson Jct.-Albany Section
Pacific Highway
Contract No. 5131

Mr. Paxson, Mr. Walker, and myself made an inspection this date of the paving job northerly of the Santiam River. Considerable trouble has been experienced by the concrete immediately above the key-way at the centerline of the pavement slab breaking off. This could be attributed to several causes; however, the exact cause seemed to be indeterminate. Various precautions that have been taken, such as keeping the wooden tongue brushed off on the center form, seemed to give some improvement in this cracking but did not completely cure it. A change of section in the wooden tongue was considered by Mr. Paxson but he did not believe this to be the answer.

In the end, it was concluded that the tongue be removed from the steel form and that the slab be poured with a straight side. Instructions were given to the Resident Engineer and the Contractor to this effect. I also called Mr. Polk of the Bureau of Public Roads and cleared this with him. He said that he would pass the word in the Bureau but that he believed it was purely a matter for the State to decide.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

cc Forrest Cooper ✓
O. S. Paxson
J. D. Walker

RECEIVED
AUG 13 1958
OFFICE OF
ENGINEER

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FOR FILING
FORM E-30X 25M 3-51 47190

[illegible]

5131

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 8, 1958

SUBJECT: P.C.C. Pavement Protection
Single Lane Construction

To:

Mr. J. D. Walker
Division Engineer
Salem, Oregon

I am informed that on the N. Jefferson Jct.-N. Albany Jct. P.C.C. Paving Contract No. 5131, the contractor plans to place the second strip from his mixer operated on the first strip due to insufficient shoulder width to support the type of mixer to be used.

We have no specific specification covering this matter except Article 2.20.35, which reads in part: "Any part of the pavement damaged by traffic or damaged from any other cause, prior to its official acceptance, shall be repaired or replaced by the contractor at his own expense and in a manner satisfactory to the engineer".

I find that the Washington State standards cover this situation explicitly and attach an excerpt from those specifications. As a matter of mutual interest to ourselves and to the contractor, it is suggested that these specifications be studied and made applicable to our current project, in principle at least.

Virgil G. O'Neil
Specifications Engineer

Encl.

→ cc: Forrest Cooper
Tom Edwards
G. W. Harra

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[illegible] ENGINEER

EXCERPT FROM 1957 WASHINGTON STATE STANDARD SPECIFICATIONS

SECTION 33. CEMENT CONCRETE PAVEMENT

SINGLE LANE CONSTRUCTION

-3.24 Concrete Pavement Construction in Single Lanes

Unless otherwise shown on the plans or in the special provisions, the pavement shall be constructed in single lanes. Concrete shall not be placed in a succeeding lane until that in adjacent lanes has reached its designed age as given in Section 33-3.10. Whenever possible the mixer shall be operated on the subgrade or shoulder adjacent to the lane being paved.

If there is insufficient unpaved width adjacent to the last lane to be paved, a mixer may be operated upon a newly paved strip with approval of the Engineer and under the following restrictions:

1. The concrete in the new lane shall have reached its designed age as given in Section 33-3.10 and acquired a modulus of rupture of not less than five hundred (500) pounds per square inch as measured by test beams cast at the time the concrete is placed.

2. The surface of the new pavement shall be protected from scarring and abrasion by operating the mixer on mats, skids or other protective devices satisfactory to the Engineer. Any accumulation of concrete, sand, and gravel, or other debris deposited on the new pavement as a result of operating the mixer thereon shall be completely removed as directed by the Engineer.

3. Suitable cushioning material shall be placed on the bottom of the mixer skip so that the pavement is protected against severe local shocks when the skip is lowered to the pavement to receive a new charge of materials. Lowering the skip in a careless manner will not be permitted.

4. The Contractor shall replace at his own expense any panels on the new pavement that are cracked or broken as a result of operating the mixer thereon.

Where pavement is to be placed one lane at a time the Contractor shall not haul aggregates over the first lane of the pavement until it has set for the required period set forth elsewhere in these specifications. Trucks shall not be driven off or on to the pavement unless the earth shoulder is even with the upper surface of the pavement or an approach device, approved by the Engineer, is used to take the load off of the edge of the pavement.

The form on the outside edge of the first lane of the pavement to be constructed shall be left in place at all turnouts until both lanes of the pavement are opened to traffic.

The Contractor shall not disturb the full width of the roadway when preparing the subgrade for the first lane of the pavement to be constructed, except by specific permission of the Engineer. When only half of the subgrade is prepared the subgrading operations may be carried two and one-half (2½) feet out from the inside edge of the first strip of the pavement and the subgrade shall be rolled one and one-half (1½) feet out from the inside edge of the first strip of pavement.

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5131

July 29, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering removal of soft spots in the roadbed on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion and Linn Counties, Contract No. 5131, in connection with Federal Aid Project No. I-5-4(13)235.

Soft spots have developed and others are developing where the water table is high and the grade low to connect with existing roads at the Talbot interchange. It is necessary that the areas be reinforced before paving.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mas

Enclosures

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FOR FILING

I-176 [illegible]

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July 23, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reply is made to your letter of July 14 charging us with laxity in specification enforcement on the North Jefferson Junction-North Albany Section paving, Pacific Highway.

Regarding the second paragraph of your letter, advise that the spreading and shaping has been done with the most modern construction equipment and by modern accepted methods.

The third paragraph of your letter calls attention to rolling. This project has been rolled with vibratory rollers, and we have tests indicating densities varying from 93.2 per cent to 106.2 per cent of maximum. Densities of 95 per cent are considered excellent. This clearly refutes your charge of insufficient rolling.

The fourth paragraph calls attention to the contractor's responsibility for maintenance. We have not as yet accepted this surfacing as being finished and completed ready for sand-cushion placement, and we do not intend to in its present condition and your comments are not appropos.

The fifth paragraph of your letter states that the base is not adequately constructed for the placement of sand cushion and concrete pavement. All materials in the base are good, the compaction as noted above is more than adequate, and prior to acceptance for sand cushion, the contractor will be required to properly shape and compact the top materials which have been loosened during hauling operations.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

TE:ar fn

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35.8

July 14, 1958

PLEASE RETURN TO
FORREST COOPER

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Placement of Base Surfacing material,
Project I-5-4(13)235, (old I-176(19)),
North Jefferson Junction-North Albany
Section, Pacific Highway

Dear Sir:

We wish to call your attention to what we consider serious laxity in enforcement of the governing specifications on placement of base surfacing materials on the above mentioned project.

Under Article 2.11.11, paragraph 2 of your Standard Specifications, it is specified that "The spreading and shaping shall be so performed as to prevent separation of the coarser from the finer particles of material." From the large amount of coarse gravel on the roadway surface and general loose condition of the base it appears this work has not conformed to the intent of the specification.

Under the special provisions for the project, page 21, STONE BASE AND SURFACING it is stated "all rolling shall cover the entire surface of the subgrade and of the base courses and shall be continued until the surface being rolled is uniformly and thoroughly compacted as evidenced by the reaction of the materials under the roller." It is apparent from the very loose condition of the completed base surfacing that such could not have been the case.

Under Article 2.11.14, Standard Specifications. clearly sets forth the contractor's responsibility for maintenance of the project until the contract is completed. At the present time a large portion of the roadway is covered with loose material and is noticeably rutted and uneven. Shoulders are for the most part loose with the appearance of never having been adequately processed and compacted.

In general the base does not appear to be adequately constructed for placement of sand cushion and concrete pavement.

NOTED
FORREST COOPER

At the time of approval of the P. S. and E. documents for this project, some question was raised by this office concerning the excess of base design depth on the N. Jefferson Junction - S. P. O'Xing section of this project, at which time we were advised that, since this was the first concrete pavement placed in the State for several years, nothing was to be spared in making sure that an adequate base was provided. In light of this it would appear only consistent to assure adequate preparation of base under the specifications.

Your early attention to this matter is requested.

Very truly yours,

CGPolk

C. G. Polk
Division Engineer

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JUL 1 1 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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JUL 15 1958
FOR FILING

I-176 (17)

5131

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

A

24-1034

July 14, 1958

Roy L. Houck & Sons
1585 20th Street, N. E.
Salem, Oregon

Subject: N. Jefferson Jct.-N. Albany Section
Pacific Highway
Contract No. 5131

Gentlemen:

Supplementing Mr. Starkey's letter of July 10th regarding placing of dowel bars at weakened plane joints in the reinforced concrete pavement of the subject project, I would like to add that it was our intent to call to your attention the fact that the placing of these dowels in perfect alignment and retention of this alignment during succeeding processes is deemed of vital importance.

It is not our intention to presume to dictate to you any set method of bar installation. We are interested in the final result and request merely that careful attention be given to attaining this requirement.

Very truly yours,

J. B. Walker
Division Engineer

JDW:AM
cc Mr. G. S. Paxson
Mr. Tom Edwards
Mr. Glenn Starkey

NOTED
G. S. PAXSON

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[illegible] 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 11 1958
[illegible]

July 10, 1958

Subject: Dowel Bars
No. Jeff. Jct. - No. Albany Jct
Pacific Highway East
Contract # 5131
Prefix # 24-1034

Roy L. Houck & Sons
1385 20th Street NE
Salem, Oregon

Dear Sir:

Please submit your plans for placing dowel bars at contraction joints on the above mentioned project. It will be necessary for the Highway Department to review these plans before work involving the dowels can be performed.

Sincerely,

ORIGINAL SIGNED BY, G. A. STARKEY

Glenn A. Starkey
Resident Engineer

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I-176(19)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1958

SUBJECT:

To: 5131

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

The subcontract between Roy L. Houck and Sons' and R & M Construction Company covering Items 19, 20 and 21 on the North Jefferson Jct.-North Albany Contract, No. 5131, Oregon I-176 (19) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmb
Attachments

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract amounting to $71,939 or 5.7%.

RECEIVED
JUN 26 1958
OFFICE OF
STATE HIGHWAY ENGINEER

5131

Monthly Transaction No. 6-935	Fo[illegible] (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
		Counties Linn and Marion
Project Report No. I-176(19)	**FEDERAL-AID PROJECT AGREEMENT**	Project No. I-5-4(13)235 (I-176(19))-Old

RECEIVED

FILED

5131 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

North Jefferson Junction to North Albany Junction of the Pacific Highway (US-99).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	11/19/57	-
Rights-of-Way		
Construction	2/12/58	9.1
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 1,436,862.00	$ 1,327,200.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By ____________________

Chairman, State Highway Commission
(title)

By ____________________

Member, State Highway Commission
(title)

By ____________________

Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
Division Engineer

Date executed by
Division Engineer June 23, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Divisions Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the North Jefferson Junction - North Albany Junction Section, Project No. I-5-4(13)235, [I-176(19)- 016].

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. E. Probert
Office Engineer

REC:rm

P R O J E C T   A G R E E M E N T

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

North Jefferson Jct-North Albany Jct Section
Pacific Highway
Marion & Linn Counties

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5131

5131 Roy L. Houck & Sons &
Roy L. Houck Sons Corp. 2-28-58

DATE OF COMPLETION: 130 workdays from 3-17-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the North Jefferson Jct.-North Albany Jct. Section, Project No. I-176(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:ler

Oregon State Highway Department

Federal Aid
Project No. I-176(19)

NORTH JEFFERSON JUNCTION-NORTH ALBANY JUNCTION

SECTION OF THE PACIFIC HIGHWAY IN MARION AND LINN COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1,1958

Type Code P.E.

Preliminary Engineering	All Required		$38,000.00

Type Code 7221
Roadway (Sta. 515+00 to Sta. 1027+00)(Contract No. 5131)

Removal of Pavement	2,500	sq.yds.	2.50	$ 6,250.00
Removal of Curbs	2,400	lin.ft.	.06	144.00
Removal of Catch Basins	4	only	50.00	200.00
Drainage Excavation, Unclassified	440	cu.yds.	1.50	660.00
General Excavation, Unclassified	17,000	cu.yds.	.30	5,100.00
Loading and Placing Topsoil	10,000	cu.yds.	.60	6,000.00
12-inch Concrete Pipe	220	lin.ft.	3.00	660.00
18-inch Concrete Pipe	56	lin.ft.	4.00	224.00
Extra for Pipe Under Pavement	56	lin.ft.	3.00	168.00
12-inch Sewer Pipe	1,100	lin.ft.	2.00	2,200.00
18-inch Perforated Metal Drain Pipe	110	lin.ft.	2.00	220.00
Special Backfill in Drains	44	cu.yds.	5.00	220.00
18-inch Metal End Sections	1	only	50.00	50.00
24-inch Metal End Sections	1	only	75.00	75.00
Concrete Catch Basins	7	only	50.00	350.00
Concrete Manholes	1	only	500.00	500.00
Concrete Curbs and Gutters	240	cu.yds.	50.00	12,000.00
1½-inch Electrical Conduits	1,460	lin.ft.	1.50	2,190.00
Metal Guard Rail	30,000	lin.ft.	2.21	66,300.00
Metal Median Barrier	1,100	lin.ft.	3.49	3,839.00
Salvaging Guard Rail	3,600	lin.ft.	.50	1,800.00
Metal Sight Posts	1,000	only	2.50	2,500.00
Type 2 Fence	340	rods	4.25	1,445.00
Coarse Crushed Material in Base	202,000	cu.yds.	1.24	250,480.00
3/4" - 0 Material in Base	34,000	cu.yds.	1.31	44,540.00
Tractor and Grid Roller	110	hours	20.00	2,200.00
Sprinkling	8,600	M-gals.	2.00	17,200.00
Preparation of Base	All	Required		4,000.00
3/4" - 0 Material in Binder Course	1,400	cu.yds.	3.00	4,200.00
RC-3 Asphalt	220	tons	41.50	9,130.00
Asphaltic Concrete Mixture	43,600	tons	3.10	135,160.00
85-100 Asphalt in Mixture	2,600	tons	31.10	80,860.00
Extra for Asphaltic Concrete Approaches	44	only	25.00	1,100.00
8-inch Portland Cement Concrete Pavement	133,000	sq.yds.	3.50	465,500.00
3/4-inch Expansion Joints	700	lin.ft.	.50	350.00
Sawed Contraction Joints	20,000	lin.ft.	.25	5,000.00
Dowel Bars	20,000	only	.50	10,000.00

Tie Bars and Bar Reinforcement	126,000	lbs.	.13	16,380.00
Wire Fabric Reinforcement	130,000	sq.yds.	.70	91,000.00
3/8" - 0 Material in Cushion Course	3,600	cu.yds.	2.00	7,200.00
Furnishing and Placing Aggregates	300	cu.yds.	3.00	900.00
120-150 Asphalt	18	tons	40.00	720.00
RS-1 Asphalt	10	tons	50.00	500.00
Asphaltic Concrete Traffic Markers	4,540	lin.ft.	.70	3,178.00
				$1,262,693.00
Flagging, (57½% of Contractors Cost)	All Required			9,000.00
	Subtotal			$1,271,693.00
	10% Engr. & Cont.			127,169.30
				$1,398,862.30

Length of Roadway. . . . . 9.118 miles
Length of 24 Structures. . . . . 0.579 mile (exception)
Total Length . . . . 9.697 miles
Cost of Roadway per mile $153,417.66

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 38,000.00	35,000.00	$ 3,000.00
Roadway	1,398,862.30	1,292,200.00	106,662.30
	$1,436,862.30	$1,327,200.00	$109,662.30

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920; Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. I-176(19)

NORTH JEFFERSON JUNCTION-NORTH ALBANY JUNCTION

SECTION OF THE PACIFIC HIGHWAY IN MARION AND LINN COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 7, 1958

Type Code P.E.				
Preliminary Engineering	All Required		$	$ 38,000.00
Type Code 7221				
Roadway (Sta. 515+00 to Sta. 1027+00)				
Removal of Pavement	2,500	sq. yds.	$1.75	4,375.00
Removal of Curbs	2,400	lin. ft.	0.75	1,800.00
Removal of Catch Basins	4	only	30.00	120.00
Drainage Excavation, Unclassified	440	cu. yds.	3.00	1,320.00
General Excavation, Unclassified	17,000	cu. yds.	0.75	12,750.00
Loading and Placing Topsoil	10,000	cu. yds.	1.50	15,000.00
12-inch Concrete Pipe	220	lin. ft.	2.50	550.00
18-inch Concrete Pipe	56	lin. ft.	4.50	252.00
Extra for Pipe Under Pavement	56	lin. ft.	3.00	168.00
12-inch Sewer Pipe	1,100	lin. ft.	2.25	2,475.00
18-inch Perforated Metal Drain Pipe	110	lin. ft.	2.50	275.00
Special Backfill in Drains	44	cu. yds.	6.00	264.00
18-inch Metal End Sections	1	only	45.00	45.00
24-inch Metal End Sections	1	only	65.00	65.00
Concrete Catch Basins	7	only	75.00	525.00
Concrete Manholes	1	only	275.00	275.00
Concrete Curbs and Gutters	240	cu. yds.	47.00	11,280.00
1½-inch Electrical Conduit	1,460	lin. ft.	1.50	2,190.00
Metal Guard Rail	30,000	lin. ft.	3.00	90,000.00
Metal Median Barrier	1,100	lin. ft.	4.50	4,950.00
Salvaging Guard Rail	3,600	lin. ft.	2.00	7,200.00
Metal Sight Posts	1,000	only	3.00	3,000.00
Type 2 Fence	340	rods	5.50	1,870.00
Coarse Crushed Material in Base	202,000	cu. yds.	1.60	323,200.00
3/4" - 0 Material in Base	34,000	cu. yds.	1.60	54,400.00
Tractor and Grid Roller	110	hours	20.00	2,200.00
Sprinkling	8,600	M-gal.	3.00	25,800.00
Preparation of Base	All	Required		2,450.00
3/4" - 0 Material in Binder Course	1,400	cu. yds.	3.00	4,200.00
RC-3 Asphalt	220	tons	52.00	11,440.00
Asphaltic Concrete Mixture	43,600	tons	3.75	163,500.00
85-100 Asphalt in Mixture	2,600	tons	38.00	98,800.00
Extra for Asphaltic Concrete Approaches	44	only	30.00	1,320.00
8-inch Portland Cement Concrete Pavement	133,000	sq. yds.	4.50	598,500.00
3/4-inch Expansion Joints	700	lin. ft.	0.25	175.00
Sawed Contraction Joints	20,000	lin. ft.	0.25	5,000.00
Dowel Bars	20,000	only	0.50	10,000.00

Tie Bars and Bar Reinforcement	126,000 lbs.	$0.16	$20,160.00
Wire Fabric Reinforcement	130,000 sq. yds.	1.00	130,000.00
3/8" - 0 Material in Cushion Course	3,600 cu. yds.	2.50	9,000.00
Furnishing and Placing Aggregates	300 cu. yds.	3.00	900.00
120-150 Asphalt	18 tons	50.00	900.00
RS-1 Asphalt	10 tons	52.00	520.00
Asphaltic Concrete Traffic Markers	4,540 lin. ft.	1.00	4,540.00
			$1,627,754.00
Flagging (57½% of Contractor's Cost)	All Required		9,000.00
	Subtotal		$1,636,754.00
	10% Engr. & Cont.		163,675.40
			$1,800,429.40

Length of Roadway . . . . 9.122 Miles
Length of 2 Structures. . . . . 0.259 Miles (Exception)
Length of 22 Structures . . . . 0.320 Mile
Total Length. . . . . 9.701 Miles
Cost of Roadway per Mile. $197,372.22

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 38,000.00	$ 35,000.00	$ 3,000.00
Roadway	1,800,429.40	1,663,000.00	137,429.40
	$ 1,838,429.40	$ 1,698,000.00	$140,429.40

1. P.

Tie Bars and Bar Reinforcement	110,000 lbs.	$0.16	$ ~~17,600.00~~ 20,160.00
Wire Fabric Reinforcement	130,000 sq. yds.	1.00	130,000.00
3/8" - 0 Material in Cushion Course	3,600 cu. yds.	2.50	9,000.00
Furnishing and Placing Aggregates	300 cu. yds.	3.00	900.00
120-150 Asphalt	18 tons	50.00	900.00
RS-1 Asphalt	10 tons	52.00	520.00
Asphaltic Concrete Traffic Markers	4,540 lin. ft.	1.00	4,540.00
			~~$1,625,194.00~~ 1,627,754.00
Flagging (57½% of Contractor's Cost)	All Required		9,000.00
	Subtotal		~~$1,634,194.00~~ 1,636,754.00
	10% Engr. & Cont.		~~163,419.40~~ 163,675.40
			~~$1,797,613.40~~ 1,800,429.40

Length of Roadway . . . . 9.122 Miles
Length of 2 Structures. . . . . 0.259 Miles (Exceptions)
Length of 22 Structures . . . . 0.320 Mile
Total Length . . . . 9.701 Miles
Cost of Roadway Per Mile. . . . . ~~$197,063.51~~ 197,372.22

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 38,000.00	$ 35,000.00	$ 3,000.00
Roadway	~~1,797,613.40~~ 1,800,429.40	~~1,660,600.00~~ 1,663,000.00	~~137,013.40~~ 137,429.40
	~~$1,835,613.40~~ $ 1,838,429.40	~~$1,695,600.00~~ $ 1,698,000.00	~~$140,013.40~~ 140,429.40

RECEIVED

FOR FILE

I 176 (9)

5/31

file

PORTLAND CEMENT INFORMATION BUREAU
564 MARKET STREET
TELEPHONE SUtter 1-5687
SAN FRANCISCO, 4

REFERRED TO Cooper

April 30, 1958

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

The other day in reviewing my March 17, 1958 report to the Cement Industry of Oregon on the proposed P.C.C. pavement construction between North Jefferson Junction and the North Albany Junction, it occurred to me that one point of clarification was needed.

Much emphasis was placed in that report on the use of cement treated base as is generally practiced here in California to prevent pumping action at the joints, and the resulting breaking down of the pavement under heavy loads when no stabilization was used. It appears to me on second reading that I have over emphasized the use of cement treated base without discussing the other alternatives available.

Obviously, the sub-grade treatment depends to a large degree upon the soil conditions.

The State of Washington, as you well know, does not use a cement treated base under their concrete pavements. I have been advised that the foundation conditions in Washington are such, in most cases, that cement treated base is not considered necessary,and very little, if any, trouble has occurred at the joints. In addition, in those cases where there might be some question about the adequacy of the subgrade, selected material is usually available close by and can be developed and used to replace the natural soil at a very reasonable cost. Undoubtedly, the sub-grade conditions in Oregon on much of the North Interstate Highway are similar to the conditions in Washington.

In planning your future sections of Portland Cement concrete on the North Interstate Highway, you will of course have your soil analysis studies available to guide you in determining the proper sub-grade on any particular section.

It may well be that on the next section the use of 9 in. to 12 in. of select material to replace any natural soil considered non suitable for good sub-grade conditions would be most satisfactory and would give the state a long-life concrete highway at a most reasonable cost.

Mr. Tom Edwards suggested on my last visit that it might be interesting for me to review progress on the North Jefferson-Albany project as it nears the actual construction stage, and I am looking forward to returning to Salem this spring to do just that. In the meantime, if I can be of any help to you on behalf of the Cement Industry of Oregon, please feel free to call on me.

It is certainly a pleasure to again be making contacts with my fellow engineers in the State or Oregon.

Cordially,

J. E. Jellick

J. E. Jellick, Manager

NOTED

JEJ:pm

RECEIVED
APR 23 1958
FOR FILING
FORM E30—50M—6-56—96634

W. C. WILLIAMS

I 17

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

April 11, 1958

SUBJECT: Concrete Pavement Construction Project south of Salem

To: Mr. W. C. Williams
State Highway Engineer
OFFICE

I am attaching the report made by Jay Jellick on our concrete pavement project south of Salem. There are several points which Mr. Jellick attempts to make that do not seem to me to be valid.

On page 2, he says that the reinforcement does not add materially to the strength of the slab nor is it expected to prevent cracking between the contraction joints. The prevention of cracking is one of the main advantages of reinforcing the pavement and the percentage of steel in longitudinal wires is chosen on that basis. Incidently, the two 1,200-foot sections on the Lombard-Killingsworth project, built 16 years ago, show absolutely no transverse cracking between the 60-foot spacing of contraction joints.

On page 3, he makes the statement that with contraction joints of 15 to 20 feet the openings will not be great enough to destroy aggregate interlock. Our experience in the Lombard-Killingsworth project does not support this statement. Even in the mile-long section between expansion joints most of the contraction joints are open far enough to have destroyed any aggregate interlock. Also, almost all of the contraction joints show some faulting even though this pavement was laid upon a granular subbase not susceptible to pumping.

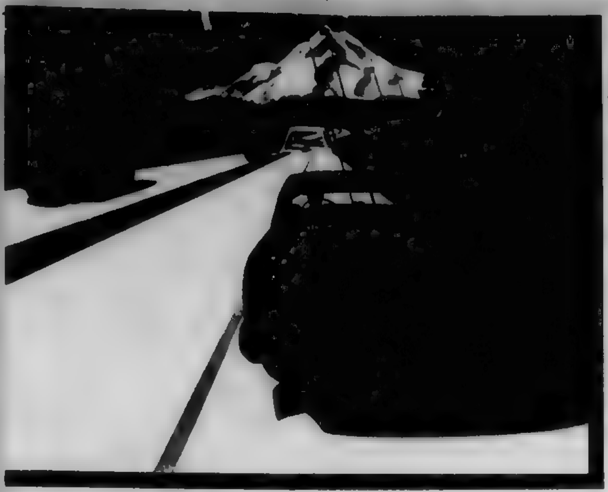
Mr. Jellick also says that practically all of the troubles in portland cement concrete pavement come from washing, shifting, and pumping of subgrade materials and points out the practice in California of treating the top four inches of base material by cement stabilization. We have had no experience with this and it may be that the support of such a base would prevent faulting, but it certainly would not prevent openings at the expansion joints which would destroy aggregate interlock.

Mr. Jellick, of course, is a portland cement man and cannot help being prejudice in favor of that type of pavement. We might get fairly good cost comparisons if we could build another section of pavement using 15-foot contraction joint spacings without reinforcement. We would have to wait too long, however, to get any valid comparison of the lasting quality of the two types.

GS Paxson

G. S. Paxson
Assistant State Highway Engineer

GSP:fn
Encl. - to Mr. Cooper
cc Mr. Forrest Cooper



CEMENT INDUSTRY OF OREGON

1126 S. W. 13TH AVENUE • CAPITOL 3-3108 • PORTLAND 5, OREGON

March 27, 1958

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Williams:

I have enclosed a report by Jay Jellick, consulting engineer, for the Cement Industry of Oregon, regarding his observations of the pavement construction on the N. Jefferson Junction and N. Albany Junction project.

The report was originally prepared as an information piece for our industry and we are passing it along to you for whatever use you care to make of it.

We left a copy of this same report with Tom Edwards following our visit with him last Friday.

Thank you for the time you gave us Friday and for the cooperation given us by your department.

Sincerely,

Dick Montgomery Jr.

Richard G. Montgomery, Jr.

Enclosure

Copy to: Paul Seibert
Jay Jellick

REFERRED TO
Paxson
BY DEPUTY STATE HIGHWAY ENGINEER

RECEIVED
MAR 28 1958
OREGON
STATE HIGHWAY COMMISSION

Lets discuss this
at some 8:10 meeting

Build Oregon's Highways to *Last*...with Concrete!

A REVIEW OF PROPOSED PCC PAVEMENT CONSTRUCTION

IN THE STATE OF OREGON

BETWEEN N. JEFFERSON JUNCTION AND N. ALBANY JUNCTION

March 17, 1958

A REVIEW OF PROPOSED PCC PAVEMENT CONSTRUCTION
IN THE STATE OF OREGON
BETWEEN N. JEFFERSON JUNCTION AND N. ALBANY JUNCTION

I. DESIGN:

The proposed pavement construction consists of an 8" PCC slab reinforced with 6x12-1/4 welded wire fabric. Contraction joints are provided at 61'-6" intervals. The design includes the use of dowels as load transfer devices at each planned contraction joint. This design is in very close agreement with the recommendations of the ACI and has the blessing of the Bureau of Public Roads. Details of the considerations in such desgins are contained in the following listed reports prepared by American Concrete Institute Committee 325:

1. "Considerations for Construction of Subgrades and Subbase for Rigid Pavement", ACI Journal, August, 1956.
2. "Considerations in the Selection of Slab Dimensions", ACI Journal, November, 1956.
3. "Structural Design Considerations for Pavement Joints", ACI Journal, July 1956.
4. "Design Considerations for Concrete Pavement Reinforcement for Crack Control", ACI Journal, October, 1956.

In any PCC pavement design, the primary concern is the development of a satisfactory transverse joint to control random cracking. Step-offs, spalling and corner cracking, all of which originate, in general, from movement in the subgrade, can only be controlled by proper joint design.

The ACI recommended design starts with the conviction that no successful contraction joint can be developed without the use of load transfer devices. The only load transfer device which is now being used to any extent is the placement of greased dowels across the joint. As the success of such depends upon precise placement within the slab, the installations are expensive, and it follows, therefore, that the further apart the joints may be placed, the smaller the cost involved. It has long been established that non-reinforced concrete pavement will separate into slabs of between 15 and 20 feet in length, and the cost of load transfer devices at this spacing would be exorbitant. This leads to designs which will allow a greater joint spacing. Hence the use of reinforcement in the slab. The sole purpose of the wire mesh reinforcement is to permit greater spacing between the contraction joints. The reinforcement does not add materially to the strength of the slab, nor is it expected to prevent cracking between the contraction joints. The wire mesh, however, is designed to develop sufficient tensile strength to overcome the friction between the slab at its designed length and the subgrade, thus holding the intermediate cracks together and preventing them from acting as additional contraction joints. The length of the designed slab can therefore be varied, dependent upon the amount of steel reinforcement furnished. Slab lengths of between 40 and 100 feet are common, and the proposed 61'-6" spacing reflects sound design.

The design concept of a non-reinforced concrete pavement is entirely different. This design recognizes that non-reinforced PCC pavement will separate into slab lengths of between 15 and 20 feet, and therefore contraction joints are provided at 15 feet intervals. The short spacing of the joints is such that the movement at any given joint is minute. Aggregate interlock will then permit 2 successful weakened plane contraction joints without the expense of load transfer devices. Random cracking with such joint spacing is practically non-existent.

In either reinforced or non-reinforced design, the problem of movement of subgrade materials still exists. Practically all troubles in PCC pavement stem from washing, shifting and pumping of the subgrade materials, which in turn cause corner cracking and step-offs at the transverse joints. The problem would not exist if the physical qualities of the subgrade were such as to eliminate this cause. California has met this problem by treating the subgrade in order to give it non-erosive characteristics. This may be done economically by treating the top 4" of the base material, by incorporating with it 2-1/2 - 3-1/2% of portland cement. The soil treatment is performed by road mixing after the headers are in place, at an approximate cost of 30¢ per sq. yd. The cement treated subgrade acts as a transition between the concrete slab and the base. It gives integrity to the total design and adds strength to the total structural section

Such treatments have proven completely effective in the elimination of subgrade shifting. The cost of cement treatment plus the cost of the additional weakened plane joints is, of course, much less than the cost of providing pavement reinforcement and load transfer devices.

II. SPECIFICATIONS:

The specifications for the base and pavement on the project are quite complete, and the following comments are offered in an effort to relate the proposed procedures to experience on recent paving projects;

2.20.2: Materials

It is noted that the concrete sand specified is rather coarse graded. In the design of the paving mix it would not appear wise to use less than 470 lbs. (5 sacks) per cubic yard, regardless of strength indications. The amount of 3/4 x 1/4 material should be kept to a minimum, preferably not over 6-8%, as an aid to final finishing operations. Experience has shown that most difficulties in obtaining satisfactory machine floated surfaces stem from an excess of materials within this size range. Consequently, the aggregate combination which will produce the best paving mixture is not necessarily the one which will permit the lowest water-cement ratio.

2.20.11: Preparation of Foundations

It does not appear practical to bring the bottom course of base to exact line and grade prior to placing the headers. Present construction practices limit subgrade preparation to approximately 1" from theoretical cross-section before the headers are placed. After forms are placed, subgrade can be cut with a Lewis subgrader or similar equipment to exact cross-section quite economically.

The specifications require a cushion course of concrete sand approximately 1/4" in thickness. This cushion course will be nearly cohesionless, and will be highly susceptible to erosion and shifting which, as brought out above, are principal causes of step-offs and corner cracking. Such a cushion course may be considered necessary in designs utilizing long slab lengths where a considerable movement of the slab on the subgrade is expected.

From a construction standpoint, however, it will require double subgrade preparation, since the placing of the cushion course must be done as a separate operation. Since this would not be necessary in non-reinforced slab construction, the cost of the second subgrading must be chargeable to the reinforced slab design.

Prior to the time that equipment was developed capable of cutting a subgrade from compacted material, and equipped with mechanical means for disposing of the excess material outside of the forms, it was more economical for contractors deliberately to construct a low subgrade and later bring it to grade with the use of concrete sand. California specifications prohibit such practices in the belief that a cohesionless material separating the base and pavement is absolutely incompatible with sound pavement design.

2.20.20: Strike-off and Consolidation
2.20.33: Reinforcement

The placing of modern PCC pavement requires the use of a considerable amount of specialized equipment. Obviously the pavement can only be placed economically when all of the equipment operates at peak efficiency. The contractor summarizes with the phrase "Keep that skip going up and down!". The installation of the wire mesh reinforcement poses additional problems in concrete placement not encountered in non-reinforced design.

For a continuous operation, a mechanical spreader, set low, and equipped with a full width pan vibrator must first be employed to spread the concrete to the depth specified for placement of the wire mesh fabric. The wire mesh fabric must then be installed and a second mechanical spreader, set to finish grade, must then be required to place the balance of the concrete. This will necessitate the use of two mixers on the grade. The use of two mixers and two spreaders appears to be the only method to insure the continuous concrete placement necessary for economical paving operations. Space limitations which are apparent from a review of the typical cross-section will undoubtedly cause difficulties in routing batch trucks under these conditions.

It will be noted that the additional cost involved must be chargeable to the reinforced concrete design.

Special Provisions, p. 34: Sawed Contraction Joints

The development of the sawed joint in PCC pavement has not ended our problems in the construction of grooves for weakened plane joints. The time of the joint sawing is all important, and can only be determined after experience is gained covering each particular job. The sawing must be done as soon as the concrete has set sufficiently to permit sawing without tearing. Delay beyond this point may very well result in random cracking near the proposed joint.

Great care must be exercised to assure that sawing does not occur after a random crack has started. This will result in two joints immediately adjacent to each other which will surely produce serious spalling. It is much better to omit the sawing entirely on any joint where random cracking has started.

In practice, an ability to correlate the texture of the concrete beneath a scratching fingernail with the behavior of the sawing operation must be acquired by personnel in charge of the operation. Best results are obtained by the employment of a specialist sub-contractor for this work. Such sub-contractors have the proper tools and experience and are, of course, vitally interested in obtaining a satisfactory job.

Experience has shown that the companion lane, or second lane poured, will be the most critical one, as it will be influenced by the movement of the previously placed concrete. The operation will be so critical as to require constant surveillance of the concrete from approximately six hours after it is placed until the joint sawing has been completed.

Successful sawed joint construction entails a fundamental and important change in the concept of concrete finishing. In general, concrete finishing procedures are designed to prevent the initial setting of the surface mortar by constant manipulation until the lower portion of the mix has partially set and taken its final subsidence. Under these conditions, the surface mortar will not obtain its strength as quickly as the underlying pavement. This can result in a condition where the lower portion of the pavement has set sufficiently to cause the contraction joints to open before the surface mortar has obtained sufficient strength to permit joint sawing. Random cracking will inevitably result. In sawed joint construction, therefore, best results are obtained when the surface finishing is completed as rapidly as possible.

The usual troubles will undoubtedly be encountered in insuring accurate placement of the load transfer dowels. The design is dependent upon the axis of the dowels being parallel to the movement of the pavement, an ideal condition difficult to achieve. Each misplaced dowel, is, of course, a potential serious spall. Best results will be obtained by requiring the use of proven dowel assembly devices, such as have been developed by Bethlehem Steel Company, Universal Form Clamp Company and American Steel and Wire Company.

2.20.21: Surface Finishing:

The specifications require transverse wire brooming as a final finishing procedure. In the past few years of highway and airport construction, it has been demonstrated that an excellent even-textured, non-skid surface can be obtained by the use of a burlap drag as the final finishing. A strip of burlap, extending across the width of the pour and about 4 feet in length, attached to the machine float, is drawn mechanically over the pavement with the final pass of the float. No further finishing, other than edging, is then normally required and the curing compound may be applied as soon as the free water leaves the surface of the concrete. A 16' adjustable steel-shod cutting float should be on hand to cut away any irregularities left after final finishing. If the machine float is in proper adjustment and is properly operated, the use of the steel-shod cutting float will be necessary only adjacent to the beginning and end of each day's pour. The cutting can be accomplished at any time within 12 hours after placement of the pavement, and the affected areas re-sprayed with curing compound.

III. SUMMARY:

The proposed construction will undoubtedly produce a very high class pavement. In reviewing the design and specifications, one cannot but question whether the benefits attributable to reinforced slab design are worth the additional cost involved. This additional cost includes:

(a) Placement of the cushion course.

(b) The additional concrete placing costs by reason of the two layer construction.

(c) The cost of the wire mesh in place.

(d) The cost of the load transfer devices in place.

It would appear that on this project the State of Oregon has an excellent opportunity to make a comparison between reinforced and non-reinforced pavement designs by contracting an eight or ten mile section of non-reinforced pavement. If this were to be done, the experimental section should provide a cement treated subgrade, weakened plane joints at 15' intervals, and should eliminate the cushion course and the requirement for load transfer devices.

There can, of course, be no empirical formula for determining, economically, the best design of a pavement which will produce sustained good riding qualities and long time service. The character and amount of traffic, climatic conditions and the type of base materials available must be considered for each separate project. The authorities responsible therefore must choose designs based on experience gained under local conditions, if the public is to receive maximum value for funds expended in highway construction. For this reason, it is believed that the placing of the next section of non-reinforced concrete pavement at this time would be of greatest benefit to the State of Oregon.

RECEIVED
APR 10 1958
FOR FILING
I-176(19)
5131

April 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 3, 1958, on Contract No. 5131, North Jefferson Junction-North Albany Junction Section, in Marion and Linn Counties, in connection with Federal Aid Project No. I-176(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

FORM E-128

RECEIVED
MAR 27 1958
FOR FILING
[illegible]
5131

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Mar. 26, 1958

Roy L. Houck & Sons and
Roy L. Houck Sons Corp.
1585 N. 20th St.
Salem, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5131, awarded Feb. 28, 1958, for paving on the N. Jefferson Junction-N. Albany Junction Section of the Pacific Highway in Marion and Linn Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 19 1958
FOR FILING

I-17

3/21

March 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State share of flagging costs on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion and Linn Counties, Contract No. 5131, in connection with Federal Aid Project No. I-176(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

RECEIVED
MAR 4 - 1958
FOR FILING

[illegible]

5131

March 3, 1958

Roy L. Houck & Sons &
Roy L. Houck Sons Corp.
1585 North 20th Street
Salem, Oregon

Gentlemen:

The State Highway Commission on February 28, 1958 awarded to you State Highway Contract No. 5131 for construction work on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway in Marion and Linn Counties.

This award was based on your bid of $1,262,693 which was the low bid submitted to the Commission that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAR 5 - 1958
FOR FILING
OREGON DISTRICT
08.35
5131

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 28, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 5131 for Oregon Project I-176(19) North Jefferson Jct. - North Albany Jct. (paving) Section of the Pacific Highway, to Roy L. Houck & Sons and Roy L. Houck Sons Corporation of Salem, Oregon, low bidder in the amount of $1,262,693.00 at today's bid opening.

Very truly yours,

CG Polk

C. G. Polk
Division Engineer

RECEIVED
FEB 13 1958
FOR FILING

February 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

Reply is made to your letter of February 10th requesting substantiating data with plans, specifications, and estimate for the North Jefferson Junction-North Albany Junction Section of the Pacific Highway, Project I-176(19).

The Illahee-North Jefferson Junction Section, Project I-176(12), provides 15½ inches base plus wear over 12 inches of selected subgrade material. This selected subgrade material was dice rock from the quarry area. Further, tests on the soils on which this material was placed show an "R" value of 23. In the rock excavation on this section a design of 21 inches base plus wear was used. The project base design is attached.

On the North Jefferson Junction-S.P. Overcrossing Section a design of 15 inches, base plus wear, over 18 inches of selected subgrade material was anticipated. The selected subgrade material was borrow from the Santiam River from pits where selection and elimination of silty materials was rather uncertain. We attach hereto a copy of the project base design which shows the underlying soil to have an "R" value of only 11.

On the S.P. Overcrossing-Santiam Junction Section our original design anticipated a total surfacing depth of 18 inches, base plus wear. This incorporated a 6-inch cement treated base. After initial design investigation of cement treated base and inspection of the work underway in the state of California caused doubt as to its effectiveness. We therefore took the decision to substitute a portland cement pavement. This pavement is to be placed over soils having an "R" value of only 17. This is a rigid pavement and we do not believe it advisable to jeopardize it in any way by skimping on base rock. The pavement is being placed over a portion of the area which is covered by spotty selected subgrade materials taken from the Willamette River. This material is, in actuality, a good grade of borrow and was placed at a cost very little in excess of that for the common borrow for the project. Comparative costs for the portland cement concrete pavement are attached, together with copies of base design and subgrade tests.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

cc: Forrest Cooper
Tom Edwards

RECEIVED
FOR FILING
OREGON DISTRICT
File
I-176(19)
08-35
5151

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 12, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-176(19), Paving on the North Jefferson Junction-North Albany Junction Section of the Pacific Highway. This is to authorize your advertising for bids.

We have noted in our February 10, 1958 letter to you that there are apparent inconsistencies in the design of the typical section. It appears the increase in stability gained by use of portland cement concrete rather than bituminous concrete has been neglected in the design. This should be further clarified.

We also note that the corrugated metal sight posts are not to be painted and reflectorized as part of this contract. If it is anticipated that the painting and reflectorizing is to be performed by State forces; it is not considered by this office that Federal participation can be justified.

Very truly yours,

C G Polk
C. G. Polk
Division Engineer

Copy to
Edwards
O'Neil

RECEIVED
FEB 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

OREGON DISTRICT

08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 10, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Your recent submission of advance plans for the North Jefferson Junction-North Albany Junction Section of the Pacific Highway, Project I-176(19), indicates that Portland Cement Concrete pavement, 8" reinforced, resting on 9" to 12" of crushed stone base, is to be used.

The proposed section is compared with the adjacent Illahee-North Jefferson Junction Project I-176(12) which provides 4" of asphaltic concrete on an 11-1/2" base on 12" of selected subgrade material. It is also compared with the future surfacing section shown on the grading plans for the North Jefferson Junction--S. P. Overcrossing Section which showed 4" of asphaltic concrete on an 11" base on the 18" of selected subgrade material included in the grading contract. The grading plans for the S. P. Overcrossing-Santiam Junction Section indicated future surfacing to be 4" of asphaltic concrete on a 6" cement treated base on an 8" base course. This latter section checks with the 108(d) estimate.

Since the section presently proposed appears to be heavier and stronger than previous designs we would appreciate receiving a discussion on this matter with your P. S. and E. submission. Please include some comparative costs and copies of any subgrade tests that might be pertinent.

Very truly yours,

CG Polk
C. G. POLK
Division Engineer

Liste : Edward
Project

RECEIVED
FEB 11 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 8-57

Williams

RECEIVED
JAN [illegible] 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
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M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

J-17(19)

5121

January 23, 1958

NOTED
W. C. WILLIAMS

Mr. Earl B. Houston
3155 Santiam Highway
Albany, Oregon

675

Re: State of Oregon
vs.
Earl B. Houston, et al.
L-2841 R-25474
N. Jefferson Jct.-Albany Section
Pacific Highway

Dear Mr. Houston:

Your letter of January 17, 1958, directed to W. C. Williams of the State Highway Department, has been referred to this office for answer.

This is to inform you that, since you are represented by counsel, all negotiations concerning the matters of which you speak in your letter have been taken up with him. Suffice it to say that we felt we had reached an agreement with you at one time concerning the settlement of this case, but apparently you did not feel disposed to go along with it.

It appears, under the circumstances, there is no alternative left but to lay this matter before a jury for its consideration as to the amount of just compensation to be paid you for the taking of your property and the damages to the remainder, if any.

This is also to further inform you that should your attorney desire to further discuss this matter with us, looking toward an amicable settlement of the case, we would be more than happy to confer with him.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:br
cc: W. C. Williams
Sam Kyle

RECEIVED
JAN 23 1958
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED TO
Cooper
By State Highway Engineer

3155 Santiam Highway
Albany, Oregon
January 17, 1958

PLEASE RETURN TO
FORREST COOPER

Mr. W. C. Williams
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Williams:

Early last fall our house was put up for sale to be sold to the highest bidder. I was the highest bidder and I was refused the house for the reason the bid was not high enough to suit the party who was acting as the auctioneer. My bid was $650.00.

Several months before the auction two buyers indicated that I could very likely get the house back for around $500.00, or a little bit more would be a fair price and in comparison with what others sold for.

Just before the sale started the auctioneer stated that the bids be started at $2,500.00. This was decidedly unfair when the house across the street sold for $180.00. This house was appraised at approximately as much as ours. At a better house than ours near the State Highway Scales on Highway #20, the owner was asked to start the sale at $1,000.00; however, he started it at $500.00 and they allowed him to buy it at $875.00. We feel that we have been very unjustly dealt with.

We have shrubbery which has been appraised at over $4,000.00. We have received permission to move the shrubbery, but it will cost something to move it. We had a business of Nite-crawlers, cherries, apples, berries, corn, etc. The buyers refuse to pay one cent for this business. This business has brought us in $50.00 a month and has averaged that for eight years. We also think this is decidedly unfair. If we had been permitted to purchase our house for $650.00 this would have in a measure taken care of the above.

When the buyers first called on us they tried to scare us into making a deal by saying that a lawyer would be expensive and court costs on top of that we would have very little left. I have been in court too many times to be frightened at such a remark. Naturally there could not be a deal made by such a method. Some time later one of the buyers called on me and was quite put out because I would not tell him who my attorney was and was more put out when I would not put a price on the place.

There never was a time when we wanted to sell our home, however we realize the Law of right of domain. Inasmuch as we were the highest bidder at the time of sale last September, had we been permitted to buy our house back at that time we would have been moved in thirty days.

NOTED
PORTER

Severalmonths ago one of your representatives stated that when the State Highway Commission destroyed a piece of road they would replace it. In this case the state is taking over 160 feet of road which was made by me and my neighbor. We do not feel that the State Highway Commission should cause us to build this short piece of road

Also there will be less than a hundred feet of pasture fence taken, which we feel should be replaced.

Very truly yours,

Earl B. Houston

RECEIVED
JAN 20 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 8 1957
FOR FILING

F 76(19)

5151

Salem, Oregon
May 22, 1957

Agenda Item 1-B-11

File No. 25465 - City of Albany
North Jefferson Jct-Albany Section
Pacific Highway
Linn County

507

Mr. R. L. Porter
Right of Way Engineer
Office

Attached hereto for further handling are two fully executed copies of an agreement with the City of Albany covering acquisition of 54.83 acres of the Albany Municipal Airport needed for right of way of the North Jefferson Junction-Albany Section of the Pacific Highway in Linn County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files.

Secretary

rn
Attach: 2

REFERRED TO
BY SECRETARY

611-

FORM 230—12½M—6-55—66209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

AGENDA
MAY 16 1957
1-B-11

Salem Office
May 13, 1957

SUBJECT: AGENDA ITEM FOR MAY 16 & 17 MEETING
File No. 25465 - City of Albany
North Jefferson Jct-Albany Section
Pacific Highway
Linn County

To: H. B. Glaisyer
Secretary
OFFICE

L

Please place on this next agenda the matter of entering into an agreement with the City of Albany concerning the acquisition of 54.83 acres of the Municipal Airport property needed for right of way.

By the terms of the agreement the State is to move all Airport facilities at State cost, and the value of the land required will be submitted to a jury for determination.

Three copies of a form of agreement are attached for the Commission's execution in case they approve the transaction. When signed will you please return two copies to this office for further handling.

R. L. Porter

R. L. Porter,
Right of Way Engineer

RLP/mab

Attach:

(A)

[illegible] 3 [illegible]

R.E.

CROSS REFERENCE SHEET

Name or Subject **File No.**

Regarding Map for proposed project
North Jefferson Junction-Albany Section
Pacific Highway East.
Presented to the Commission in re to
condemnation proceedings.

25089

Date April 19, 1957

SEE

Name or Subject Room 124 **File No.**

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves, should be filed under name or subject after "SEE."

Library Bureau
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APR [illegible] - 1957
FOR FILING

April 4, 1957

Mr. William D. Hollman
City Manager
City Hall
P. O. Box 490
Albany, Oregon

Re: File 25455
N. Jefferson-Albany Section
Pacific Highway East
Linn County

Dear Mr. Hollman:

This is to acknowledge your letter of March 28, which concerns the Highway Department's negotiations with your City for that portion of the Albany Airport needed for right of way. I believe since your letter was written, our Right of Way Agent has been in contact with you, and I further understand that an additional meeting is scheduled for this afternoon. I believe that our people will have with them most of the answers that have been submitted by the City.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:smj

AND FOREST PRODUCTS • GRACIOUS LIVING • METALS CENTER • SPORTS • TIMBER CARNIVAL

City of ALBANY

"Hub of the Willamette Valley"

CITY HALL • P.O. BOX 490
ALBANY, OREGON

March 28, 1957

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

We are becoming a little concerned over the passage of time involved in matters pertaining to the right of way desired by the State through the City Airport.

There are certain matters the Council would like cleared up before we can negotiate with the State for the property desired. The one matter that is presently holding all else in abeyance is the answer to some questions asked by the CAA with regard to moving the runway. About six weeks ago we called upon Mr. Chidsey, Mr. Walker and Mr. Benner in Mr. Chidsey's office in Salem and left the letter from CAA which listed the questions for which answers were being sought.

We have had no word from the above named gentlemen with the exception that Mr. Benner has called on me here at the City Hall. He did not know why there was any delay and stated that he would check on the matter.

If we are to negotiate with the State at an early date, it is imperative that we receive the information requested in order that we may clear with the CAA.

If you can assist us in expediting the furnishing of the requested information, we will be appreciative and will make every effort to tie the rest of the loose ends in order that we may prepare a proposal for the exchange of the right of way you desire.

Sincerely,

William D Bollman

William D. Bollman
City Manager

RECEIVED
MAR 29 1957
OREGON
STATE HIGHWAY COMMISSION

WDB:ss

(Copy sent to Mr Porter)

CROSS REFERENCE SHEET

Name or Subject

File No.

Regarding Map for proposed project
N. Jefferson Jct.-Albany Section
Pacific Highway East.
Presented to the commission in re to
condemnation proceedings.

14578
24555

Date March 28-29, 1957

SEE

Name or Subject Room 124

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves, should be filed under name or subject after "SEE."

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CROSS REFERENCE SHEET

Name or Subject

File No.

Regarding Maps for proposed project
N. Jefferson Junction-Albany Section
Pacific Highway East.
Presented to the Commission in re to
condemnation proceedings.

24548
25096
25473

Date March 28-29, 1957

SEE

Name or Subject Room 124

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves, should be filed under name or subject after "SEE."

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[illegible] 1957

AGENDA
MAR 28 1957

1B-5

1B-5

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1957

SUBJECT: AGENDA ITEM March 28-29, 1957
file 24540 - Stiles
North Jefferson-Albany Section
Pacific Highway East
Linn County

To: H. B. Glaisyer
Secretary
OFFICE

Please place on the next agenda the matter of discussing with the Commission a possible revision in the right of way settlement on the above file.

R. L. Porter
Right of Way Engineer

RLP:smj

NOTED
H. B. GLAISYER

R.E.

CROSS REFERENCE SHEET

Name or Subject

File No.

Regarding Map for proposed project
North Jefferson Junction-Albany Section
Pacific Highway East.
Presented to the Commission in re to
condemnation proceedings.

24530
24529
24531
24535
24538

Date Feb. 28, Mar. 1, 1957

SEE

Name or Subject Room 124

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves, should be filed under name or subject after "SEE."

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R

CROSS REFERENCE SHEET

Name or Subject | **File No.**

Regarding Map for proposed project
North Jefferson Junction-Albany Section
Pacific Highway East.
Presented to the Commission in re to condemnation proceedings.

25092

Date Feb. 28, Mar. 1, 1957

SEE

Name or Subject Room 124

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves, should be filed under name or subject after "SEE."

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RECEIVED
JUN 4 1957
FOR FILING

I-176 (19)

5131

April 17, 1957

Mr. William D. Bollman
City Manager
City of Albany
P. O. Box 496
Albany, Oregon

Dear Mr. Bollman:

This letter is to confirm the information that I gave you over the telephone a few days ago regarding your City Council's request for an appointment with the State Highway Commission at its meeting on April 19 to discuss matters pertaining to the transfer of a portion of the Albany airport property to the State of Oregon for use in constructing the new Highway 99 by-pass.

I mentioned to you that the Commission meeting on April 19 is more or less of an organizational meeting, it being the first meeting that the new Highway Commissioner, Mr. Robert B. Chessman, will be in attendance and that the opening of bids for construction projects would be incidental. Time will not permit the Commission to hear delegations on that day, so it will be necessary for the City Council to defer presentation of the matters it has in mind until the next following meeting which is scheduled for Thursday and Friday, May 16 and 17.

At its two day meetings the Commission reserves the first day for disposal of accumulated routine matters in addition to the opening of bids for construction projects. This procedure usually takes the entire day, so it will not be possible for the Commission to hear delegations on that day. For the convenience of your City Council, I am reserving fifteen minutes of time on Friday, May 17th, starting at 11:30 a.m., for the presentation of matters that you have in mind. I trust that such appointment will be satisfactory for your group.

The Commission holds its meetings in the Queens Room in the basement of the Imperial Hotel, Portland.

With kindest personal regards, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HDG:jmc
cc: Commissioners W. C. Williams

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City of ALBANY

"Hub of the Willamette Valley"

CITY HALL • P.O. BOX 490
ALBANY, OREGON

file

April 12, 1957

AGENDA
MAY 17 1957
D

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

1.B 11

Dear Mr. Glaisyer:

The City Council of Albany, Oregon, has directed that request be made to you for appointment to meet with the Oregon State Highway Commission to discuss the transfer of a portion of the Albany Airport property to the State of Oregon for the construction of the new Highway 99 bypass. It is our understanding that the Commission will meet on April 18, 1957. If that is correct, may we meet with the Commission on that date?

Those who will attend will be Mayor Fitzpatrick, Councilmen Butts, Knodell, Sweet, Catt, Hopeman and Wade; City Manager Bollman, City Attorney Long and City Engineer Lee.

We will have copies of independent appraisals of the property made in September of 1956, copies of the city engineer's estimate of the cost of replacing the present runways and a drawing to illustrate the property boundaries, the new location of the hangar and other buildings and the new location of the airport runways.

If time is too short for an answer to be mailed, please phone WA 6-4261, Albany Collect.

Sincerely,

William D. Bollman

William D. Bollman
City Manager

Cancelled –

I phoned Bollman 1:00 PM 5/16 & [illegible] the Commission action.

WDB: jh

P.S. Thank you for your prompt answer concerning the use of the park area and the suggestions made for the proposed highway lighting ceremony.

D

RECEIVED
APR 15 1957
OREGON
STATE HIGHWAY COMMISSION

11:30 AM
May 17, 57

ANSWERED
H. B. GLAISYER

26-3724 Rooster Rock State Park 1958
Parking Area Extension
#5132

RECEIVED
JUN 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 4, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5132	3Final	George E. Blaisdell & Son Const. Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11941	H213591	$854.24	6-4-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 25 workdays from Mar. 17, 1958

Time Extensions: None

Completion Date: Apr. 16, 1958

Date Accepted: May 8, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: June 4, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query
By Floyd Query, Ass't. Secretary

Warrant Mailed:

1958
YC

NOTED ON CARD
CM

RECEIVED
MAY 22 1958
FOR FILING

5-3724

5132

May 21, 1958

CERTIFIED MAIL

American Casualty Co, of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

State Highway Contract No. 5132 for Rooster Rock State Park Parking Area Extension in Multnomah County was completed by the contractor, George E. Blaisdell & Son Const. Co., on Apr. 16, 1958, and was formally accepted by the Highway Commission on May 8, 1958.

Final payment in the amount of $854.24 will be released to the contractor on or after May 31, 1958. The total contract amount is $28,474.53, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Rathbone, King & Seeley
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED
MAY 7 1958
FOR FILING

[illegible]

[illegible]

May 7, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to George E. Blaisdell & Son Const. Co. in connection with Contract No. 5132, for Rooster Rock State Park Parking Area Extension in Multnomah County. This payment, in the amount of $10,891.33, will be released to the contractor on or after May 17, 1958. The retained percentage is $854.24.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Rathbone, King & Seeley
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

Form E-1—10M

3724

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 18, 1958

Section Rooster Rock State Park

Kind of work Parking Area Extension

Highway --- County Multnomah

Section prefix 26 - 3724

Contractor Geo. E. Blaisdell & Son Const. Co.

Contract number 5132

Date of contract February 28, 1958

Specified work days 25

Date work started March 4, 1958

Work days used 21

Project authorization . . . . . $ 35,538.75

Exclusive of engineering . . . . $ 33,011.53

Per cent of time elapsed 84 %

Estimated cost of completed project, exclusive of engineering . . . . $ 29,674.53

Estimated per cent overrun or underrun . . . . underrun 9.9 %

Per cent of contract completed, based on total contract price . . . . Completed %

Engineering authorization . . . . $ 2,527.20

Engineering cost to date $ 2527.30, 100 %

Date project was completed April 16, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Paving was completed Tuesday and all other work on Wednesday.

RECEIVED

NOTED EJB

N. Juve

Signed Clay M. Cornett

Address P.O.Box 1991, Troutdale, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)	30,000				
Total quantities corrected to date	26,097				
Estimated quantities moved or placed to date	26,097				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	14				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...2...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., Paver . ...1......, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Cloudy		
Tuesday	Showers		
Wednesday	Fair		
Thursday	Rain		
Friday	Cloudy		
Saturday			

FORM E-123

RECEIVED
APR 4 1958
FOR FILING

26-3724

File

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Apr. 3, 1958

George B. Blaisdell & Son Const. Co.
5135 N. Interstate
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5132, awarded Feb. 28, 1958, for Rooster Rock State Park Parking Area Extension in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

A

RECEIVED
MAR 4 - 1958
FOR FILING
[illegible]

5132

March 3, 1958

George E. Blaisdell & Son Const. Co.
5135 North Interstate
Portland, Oregon

Gentlemen:

The State Highway Commission on February 28, 1958 awarded to you State Highway Contract No. 5132 for grading and paving on the Rooster Rock State Park Parking Area Extension in Multnomah County.

This award was based on your bid of $30,440 which was the low bid submitted to the Commission that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
C. H. Armstrong

26-3325 Rooster Rock State Park 1958
Facilities
#5133

RECEIVED
JAN 15 1959
FOR FILING

[illegible]

5-33

file

Jan. 14, 1959

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $2,090.35 which has been filed with the Secretary of State by Northern School Supply Company for materials furnished to Zuber Bros. Contractors, Portland, on our Contract No. 5133, for construction of the Rooster Rock State Park Facilities in Multnomah County.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWN:ea

Attach.

cc: C. A. Tomasseno & Sons
1002 Cascade Bldg.
Portland 4, Oregon

Zuber Bros. Contractors
3600 S. E. 28th Ave.
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

NORTHERN SCHOOL SUPPLY CO.
3950 N. W. 31st AVENUE, P.O. BOX 4280, PORTLAND, OREGON • CApitol 8-8475

January 2, 1959

ORGEON STATE HIGHWAY COMMISSION
[redacted]

Notice is hereby given that the undersigned **NORTHERN SCHOOL SUPPLY CO.** has a claim for the furnishing and installing of toilet partitions in the sum of $2,090.35 against the bond taken from Zeber Bros., Contractors, as principal, and General Insurance Company of America, as surety, for the construction of park facilities at Rooster Rock State Park.

NORTHERN SCHOOL SUPPLY CO.

F. L. Bur
Secretary-Treasurer

File #3621

FILED
JAN 5 - 1959
MARK O. HATFIELD
SECRETARY OF STATE

RECEIVED
JAN 5 - 1959
MARK O. HATFIELD
SECRETARY OF STATE

NOTED ON CARD
DM

DISTRIBUTORS FOR THE GREAT NORTHWEST
PORTLAND · SEATTLE · SPOKANE · GREAT FALLS · FARGO

RECEIVED
JAN 15 1959
FOR FILING

6-35-5

5133

~~[illegible]~~
file

Jan. 14, 1959

Secretary of State
Salem, Oregon

Dear Sir:

Thank you for your letter of Jan. 5, 1959, which had attached to it three copies of a claim in the sum of $2,090.35, filed with your office by the Northern School Supply Company for materials furnished to Zuber Brothers Contractors, on our Contract No. 5133, your file No. 3621.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

January 5, 1959

Mr. Flyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Northern School Supply Co., 2850 N. W. 31st Avenue, P.O. Box 4290, Portland, Oregon, for the furnishing and installing of toilet partitions in the sum of $2,090.35 against the bond taken from Zuber Bros., Contractors, principal and General Insurance Company of America, surety, for the construction of park facilities at Rooster Rock State Park.

#5133

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

MARK O. HATFIELD
Secretary of State
Geo Stephens
By
Public Records Section

GS:FK
Enc.

RECEIVED
JAN 13 1959
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
JAN 5 - 1959
FOR FILING

26-3-2-5

5133

December 29, 1958

Northern School Supply Company
P. O. Box 4290
Portland 10, Oregon

Gentlemen:

To confirm our telephone conversation of this morning, we have attached excerpts from the Oregon laws pertaining to the filing of claims against state highway contracts. It is our understanding that your company has a claim against Zuber Bros. on state highway Contract No. 5133 for construction of park facilities at Rooster Rock State Park. This contract has been completed and was accepted by the Highway Commission July 31, 1958. Final payment was mailed to the contractor on October 29, 1958.

If we can be of further assistance to you, please do not hesitate to call this office.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:ms
attach.

RECEIVED
[illegible]-58
FOR FILING
[illegible]

file

OREGON STATE HIGHWAY DEPARTMENT
(date)

October 29, 1958

(CONTRACT NO.) 5133 (EST. NO.) (CONTRACTOR)

5133 5 - F Zuber Bros. Contractors

(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

25000 H 226935 $ 1,092.12 10/29/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Weisenhaus
ACCOUNTING DIVISION

Specified completion date: **50 workdays from (to be determined)**

Time Extensions: **Extended to 64 workdays**

Completion Date: **June 19, 1958**

Date Accepted: **July 31, 1958**

Penalties: **None of record**

Claims: **Claim by Rocky Butte Quarry for rock in amt. of $592.00.**

Remarks:

Date: **Oct. 29, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: OCT 29 1958
GKW

NOTED ON CARD
em

RECEIVED
OCT 6 1958
FOR FILING

[illegible]

5133

Oct. 3, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5133 for Rooster Rock State Park Facilities in Multnomah County was completed by the contractor, Zuber Bros. Contractors, on June 19, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $1,092.12 will be released to the contractor on or after October 13, 1958. The total contract amount is $36,403.95, and no force account work was performed on the project.

There is a claim filed against this project, of which you have been previously notified, aggregating $592.00.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

es

NOTED ON CARD
em

RECEIVED
AUG 5 1958
FOR FILING
[illegible]

5133

August 5, 1958

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

We have received a letter from Rocky Butte Quarry, 9400 N. E. Mason Street, Portland 20, stating that Zuber Bros. owes them the sum of $592.00 for rock furnished on Contract No. 5133 for construction of State Park Facilities at Rooster Rock State Park. The material, they allege, was furnished in March and April, 1958.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
C. A. Tomassene & Sons
1002 Cascade Building
Portland 4, Oregon

Zuber Bros. Contractors
3600 S. E. 28th Ave.
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

FAQ:fp

ECEIVED
1958

5133

August 5, 1958

Rocky Butte Quarry
9400 N. E. Mason Street
Portland 20, Oregon

Attention: Mr. Joe Marston

Gentlemen:

We have your letter of July 25 which was referred to us by Mr. Armstrong, Parks Superintendent. The contract to which you referred appears to be our Contract No. 5133, awarded to Zuber Bros. for construction of park facilities at Rooster Rock State Park. The contract was completed June 19, 1958 but has not yet been accepted by the Highway Commission.

You state that you have a claim against Zuber Bros. in the amount of $592.00 for rock used in this contract. If you wish to protect your claim against the bond for a period longer than six months following acceptance of the contract you should file the claim with the Secretary of State.

The General Insurance Co. of America, 1002 Cascade Building, Portland 4, furnished the performance bond for this contract, which bond is provided to assure completion of the contract and payment of all bills incurred in it.

At this date neither the semi-final nor the final payment has been made to the contractor. The semi-final payment in the amount of $6,094.59 is to be made on or after August 11, 1958.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

FAQ:fp

NOTED ON CARD

STATEMENT

ALpine 3-9383

ROCKY BUTTE QUARRY

GENERAL BUILDING STONE

Mt. Adams Flagstone

9400 N. E. Mason Street
PORTLAND 20, OREGON

Chester Armstrong,
Director of State Parks.
Salem. Oregon.

DATE July 25th. 1958

Mr Armstrong, Dear sir; In March & April of this year I delivered 37 cubic yards of rock to Rooster Rock State Park for the Zuber Bros, 3600 S. E. 28th. Ave, Portland-2-Oregon. @ $16.00 % yard. $592,00 I have had no payment at all for same. I have sent statements, and they ######## have disregarded them. and I have called them on the phone they say the bill will be paid next week, now this has happened 3 times the last call I made was July 11th. Mr Zuber said I would get the Check the following week, Also they tell me they do not have all of the money for the job. I wonder if you can help me with this, or let me know if they have been paid for the rock. I will be very THANKFULL for any help you can give me in this matter,

Sincerely yours.
Rocky Butte Quarry
Joe Marston

A

RECEIVED
AUG 1 1958
FOR FILING

5133

August 1, 1958

CERTIFIED MAIL

General Insurance Company of America
Portland Service Office
209 SW Fourth Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Zuber Bros., on contract #5133, Rooster Rock State Park Facilities project in Multnomah County.

This payment, in the amount of $6,094.59 will be released to contractor on or after August 11, 1958. The retained percentage is $1,092.12.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

de

noted on card

FORM 8-123

RECEIVED
JUN 24 1958
FOR FILING

5133

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

June 23, 1958

Zuber Bros. Contractors
3600 S. E. 28th Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on June 19, had under discussion your request for 14 workdays' additional time within which to complete your Contract No. 5133, for Rooster Rock State Park Facilities in Multnomah County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Ivan D. Merchant
A. G. Skelton
M. H. McClure

NOTED ON CARD
em

RECEIVED
JUN 24 1958
FOR FILING

[illegible]
5133

Salem, Oregon
June 23, 1958

Extensions of Time

S. H. Probert
Ivan Merchant
C. H. Maison (2)
Tom Edwards

The State Highway Commission at its meeting held on June 19, took action on extension of time, as follows:

Contract No. 5133, with Huber Bros. Contractors, for Rooster Rock State Park Facilities in Multnomah County, extended from 50 workdays to 64 workdays.

Secretary

em

NOTED ON CARD

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JUN 10 1958
FOR FILING
[illegible]
533

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June 6, 1958
Request for Extension
of Time No. 1
June 19 and 20 Meeting

Oregon State Highway Commission

Gentlemen:

Re: Rooster Rock Park Facilities
Prefix [illegible]
Contract No. 5130

Huber Bros., contractors, hold Contract No. 5130 for the construction of a facility building and certain other related items of work in the Rooster Rock State Park.

After the contract was let to Huber Bros., a contract for the operation of the concessions in the facility buildings was executed by the Highway Commission. Certain changes to the electrical, plumbing, and cabinet work in the facility building were revised to conform to the requirements of the successful concession operator. These revisions delayed the contractor an estimated 14 working days.

It is recommended that the Highway Commission grant the contractor the requested 14 days additional time to complete the project without penalty.

This is a State project and carries the liquidated damage clause for time of completion. The concurrence of the Bureau of Public Roads is not required.

Very truly yours,

W. C. Williams
State Highway Engineer

IDM/mn
Attached

FORM E-120

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR 1 1958
FOR FILING
26-3335
5133

Mar. 31, 1958

Zuber Bros. Contractors
3600 S. E. 28th Ave.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5133, awarded Feb. 28, 1958,
for Rooster Rock State Park Facilities
in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 4 - 1958
FOR FILING

5133

March 3, 1958

Zuber Bros. Contractors
3600 S. E. 28th Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on February 28, 1958 awarded to you State Highway Contract No. 5133 for construction of a frame facility building, septic tank, concrete drywell and disposal field on Columbia River Highway in Multnomah County, Rooster Rock State Park Facilities.

This award was based on your bid of $35,038.50 which was the low bid submitted to the Commission that day for this project. Contract Forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGONS STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant
C. H. Armstrong

30-8324 Umatilla Rock Prod. Proj. 1958

#5134

RECEIVED
JAN 13 1959
FOR FILING

W. C. Williams

NOTED
W. C. WILLIAMS

A

January 5, 1959

FINAL COST ANALYSIS
Rock Production
Cartwright Construction Co.
Resident Engr: C. C. McKinney

Umatilla Rock Production Project
Contract No. 5134

30-8324

5134

Columbia River & Others
Prefix No. 30-8324

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/8"-#10 Mat'l in Stockpile	5,161.7	Cu. Yd.	2.25	1.84	9,523.09	11,613.83

Gross Revenue	$ 11,613.83
Total Cost	9,523.09
Net Profit	$ 2,090.74

Net Profit equals 18.0% of Gross Revenue

RECEIVED
JAN 7 1959
OFFICE OF
STATE HIGHWAY ENGINEER

SCREENING BREAKDOWN

	Quantity	Unit	Total Cost	Unit Cost
Move in and set up	5,161.7	Cu. Yd.	1,058.23	0.205
Feedingq	5,161.7	Cu. Yd.	2,732.45	0.529
Screening	5,161.7	Cu. Yd.	1,721.31	0.333
Stockpile screened materials	5,161.7	Cu. Yd.	4,011.10	0.777
Total in Stockpile	5,161.7	Cu. Yd.	9,523.09	1.844

The screening plant operated 299 hours for an average production of 17.26 cubic yards per operating hour.

DETAIL OF COST

Labor:		
Labor and Supervision	3,007.37	
Labor Insurance	106.10	
Health and Welfare	53.24	3,166.68
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	4,746.34	
Gas, Oil and Grease	597.77	
P.U.C.	51.72	
Move in and set up	599.13	
Small Tools and miscellaneouse supplies	80.45	
Bond	40.45	
Home Office and General Overhead	240.55	6,356.41
Total Cost		$ 9,523.09

Remarks:

This was a "State Project" consisting of furnishing 5,161.7 cubic yards of sanding material in stockpile for later use by the State in connection with sanding and maintenance operations on State Highways in the vicinity of The City of Umatilla in Umatilla County.

This project was bid and awarded February 28, 1958, and completed July 15, 1958.

The contractor started moving in his equipment on April 10, 1958, but did not set up his screening plant until April 18th. The screening operation began on Monday, April 21st, on an eight hour shift basis. The plant ran only two days of this week because of rain.

Operations were attempted the following week, but were shut down again because of difficulty in obtaining the desired gradation and because the screens being used became clogged. New screens of different openings were ordered to correct the trouble. The contractor was unable, for two more weeks, to get into full production. Rainy weather and wet material made it practically impossible to separate the undesirable material.

Seeing that he would be unable to complete this project in time to start on the Hermiston rock crushing contract, the contractor decided to set up the crusher along with the screening process, and use the oversize material rejected from the screening and crush it for the Hermiston project.

Both projects were started up on Monday, May 26th, but operated only one day. The bearing in the Telesmith crusher burned out causing the stoppage for the balance of the week. Operations were started again June 2nd, and ran for four days when a motor developed trouble , closing the plant down for one day.

Operations began again on the following Monday. Good progress was made, with the exception of some short delays, for the balance of the project. The contract was completed within the authorized time limit on July 15, 1958. The cost of this production was reduced greatly by the fact that this project was run in conjunction with a crushing contract and became a by-product of that job.

Despite the difficulties encountered and the amount of material handled to get the desired yardage, the contractor realized a good profit on the screening phase of this project.

M. N. Juve
Chief Cost Analyst

By

G. K. Hanson

RECEIVED
AUG 25 1958
FOR FILING

30-8324

file

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 20, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5134	4 Final	Cartwright Construction Co	8/20/58
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19703	H220602	$ 342.30	

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gken
ACCOUNTING DIVISION

Specified completion date: 60 workdays from Mar. 17, 1958

Time Extensions: None

Completion Date: July 15, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Aug. 21, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query
By Floyd Query
Assistant Secretary

Warrant Mailed: AUG 21 1958
Gken

NOTED ON CARD
em

RECEIVED
AUG 11 1958

FOR FILING
30-8324

Aug. 8, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5134 for Umatilla Rock Production project on the Columbia River and other highways in Umatilla County was completed by the contractor, Cartwright Construction Company, on July 15, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $342.30 will be released to the contractor on or after August 18, 1958. The total contract amount is $11,613.83, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED

July 28, 1958

Mrs Middleton
to record on card

CERTIFIED MAIL

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Building
Tacoma 1, Wn.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Cartwright Construction Co. in connection with contract No. 5134, covering rock production on the Umatilla Section of the Columbia River Highway and others in Umatilla County. This payment, in the amount of $3,227.78, will be released to the contractor on or after August 6, 1958. The retained percentage is $348.60.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc United Pacific Insurance Company
Portland Branch Office
223 Board of Trade Building
Portland 4, Oregon

fp

NOTED ON CARD

Form E-1—10M—12-56

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

30-8324

For Week Ending 18 July, 19 58

Section Umatilla

Kind of work Rock Production

Highway Columbia River County Umatilla

Section prefix 30-8324

Contractor Cartwright Construction Co.

Contract number 5134

Date of contract Feb 28, 19 58

Specified work days 60 Beginning March 17, 1958

Date work started Apr 14, 19 58

Work days used 56

Project authorization $ 12,656.25

Exclusive of engineering $ 11,756.25

Per cent of time elapsed 93.5 %

Estimated cost of completed project, exclusive of engineering $ 11,975.40

Estimated per cent overrun or underrun 1.86 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 900.00

Engineering cost to date $ 900.00, 100 %

Date project was completed July 15, 19 58

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed stockpile on July 15, 1958

Fieldcrew obtained remeasure and semifinal estimate was forwarded to Division Office July 17, 1958.

CONSTRUCTION DIVISION
RECEIVED
JUL 21 1958
NOTED Ey B
CE ACE ACE COE

Noted
M. N. Juve

Signed C. C. McKinney

Address P.O. BOx 542 Hermiston Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 136

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			5000 cy		
Total quantities corrected to date			5322.4 cy		
Estimated quantities moved or placed to date			5322.4 cy		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			7		

Men	7
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	2
Men and tractors	

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 2, Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		Project completed this date July 15, 1958
Wednesday	Fair		
Thursday			
Friday			
Saturday			

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 27 1958
FOR FILING
30-8224
5134

Mar. 26, 1958

Cartwright Construction Co.
Durkee
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5134, awarded Feb. 28, 1958,
for rock production on the Umatilla Section
of the Columbia River and other Highways
in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
[illegible]
FOR FILING

5134

March 3, 1958

Cartwright Construction Co.
Durkee
Oregon

Gentlemen:

The State Highway Commission on February 28, 1958 awarded to you State Highway Contract No. 5134 for the Umatilla Rock Production Project in Umatilla County.

This award was based on your bid of $11,250 which was the low bid submitted to the Commission that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

S-149(4) Little Luckiamute River Br. 1958
at Falls City
#5135

Form A-150—10M—6-58

NOTED

INVOICE

Oregon State Highway Department

SALEM, OREGON

Contract 5135
S-149(4)

RECEIVED
JUL 1 1959

Polk County

Dallas, Oregon

Attn: County Court

Invoice No. 61110

Date July 9, 1959

Your Req. No.

Billing Request No. co-499

Credit Distribution. 527-1044-297

Final Billing: Little Luckiamute (Falls City) Bridge, FAS 560, covered by agreement dated 2/11/58:

Original advance deposit	$7,980.00	
Less amount previously transferred	6,480.00	
Balance in advance deposit		$1,500.00
County share costs as per attached statement	7,330.40	
Less amount previously transferred	6,480.00	
Balance		850.40
To be retained		$ 649.60

NOTED

BILLING REQUEST

State Printing 13107

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

July 8, 1959

Polk County Court
Courthouse
Dallas, Oregon

NOTED
V. R. JONES

Gentlemen:

Attached is a statement of final costs for the Little Luckiamute (Falls City) Bridge on FAS 560. As per your previous request the refund of $649.60 due the county is being retained as part of the advance deposit for the Bethel Section of FAS 744.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

COMPLETED 8/18/58

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Polk

Contract No. 5135

Date 2/2/59

FAS 560

Section Little Luckiamute (Falls City) Bridge

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
Payments to contractor as per attached tabulation.				$ 35,003.99
Construction engineering				2,981.81
TOTAL CONSTRUCTION COSTS.				$ 37,985.80
FEDERAL FUNDS COLLECTED FOR PROJECT				$ 23,325.00

AGREED COUNTY SHARE TOTAL COSTS
(50% of difference between total costs and federal funds)

($37,985.80 - $23,325) X 1/2 = $ 7,330.40

County Advance Deposit	$7,[illegible].00
Less County Share	7,330.40
REFUND DUE COUNTY.	$ [illegible]49.[illegible]0

JFR:ma

Item	Unit	Unit Prices	Total Quan.	Total Amount
Structural excavation	C.Y.	6.00	185.91	1,115.46
Class "A" concrete	C.Y.	65.00	303.11	19,702.15
Metal reinforcement	lb.	.125	84,171	10,521.38
Metal rail	l.f.	10.00	350	3,500.00
" metal drain pipe	l.f.	5.00	33	165.00
			Total	35,003.99

4-15-59

1958/1959

FAS 560 **County** Polk **Contract No.** 5135

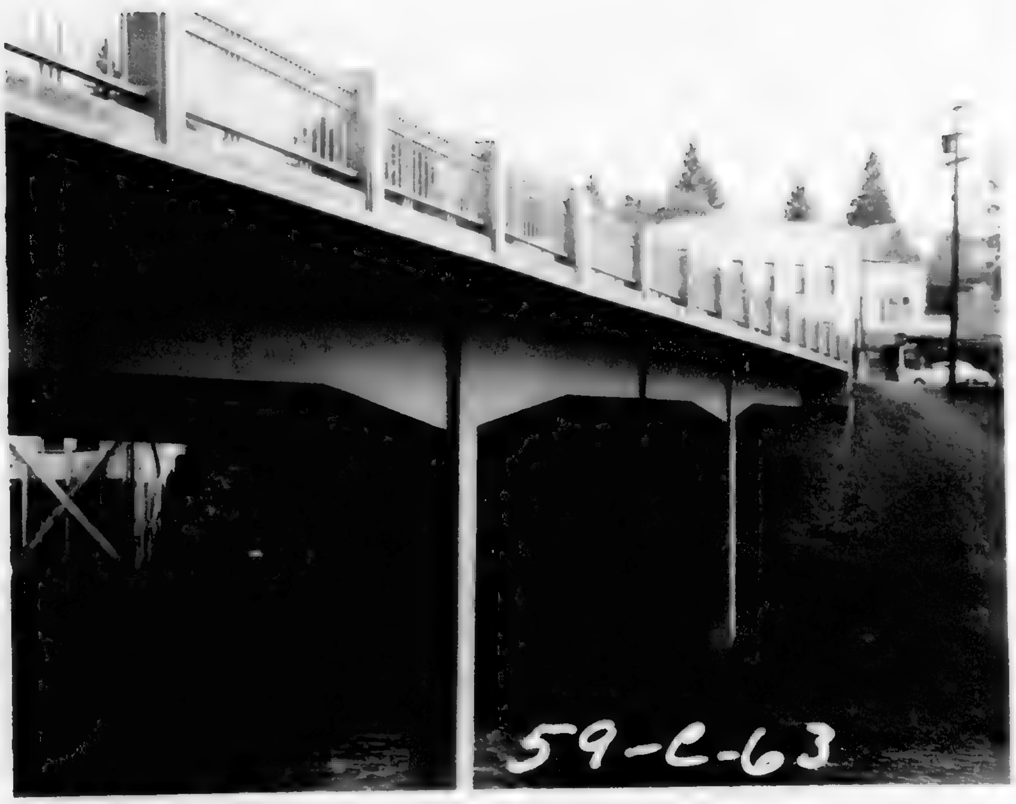
Section

58-C-13

Location 59-C-63

58-C-14

59-C-[illegible]



59-C-63

59-C-62

58C14

58C13

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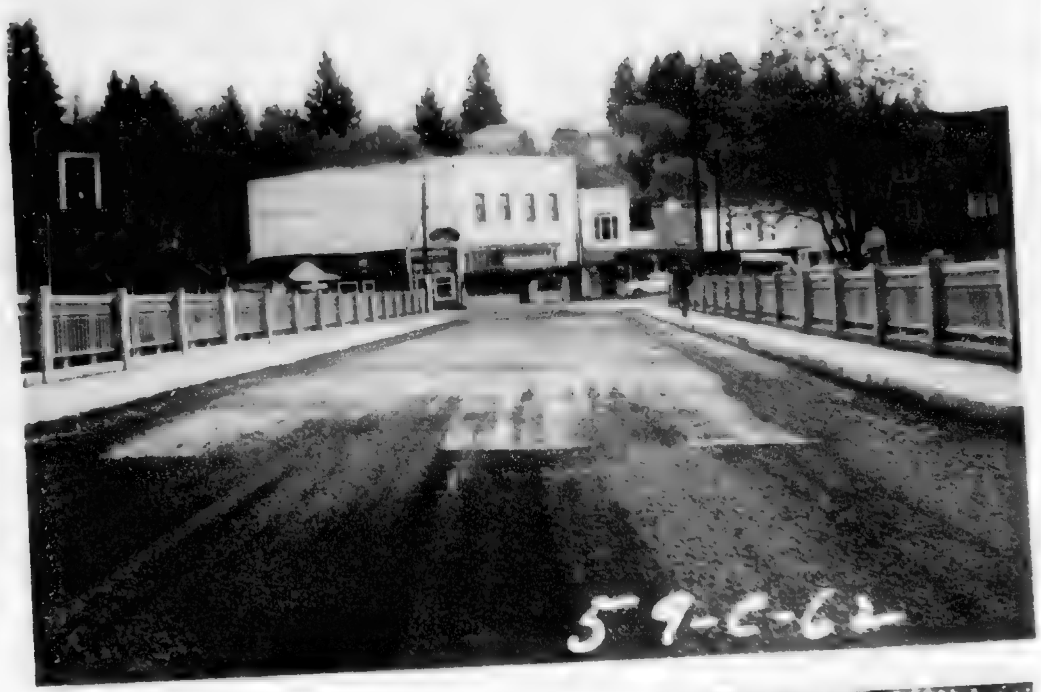
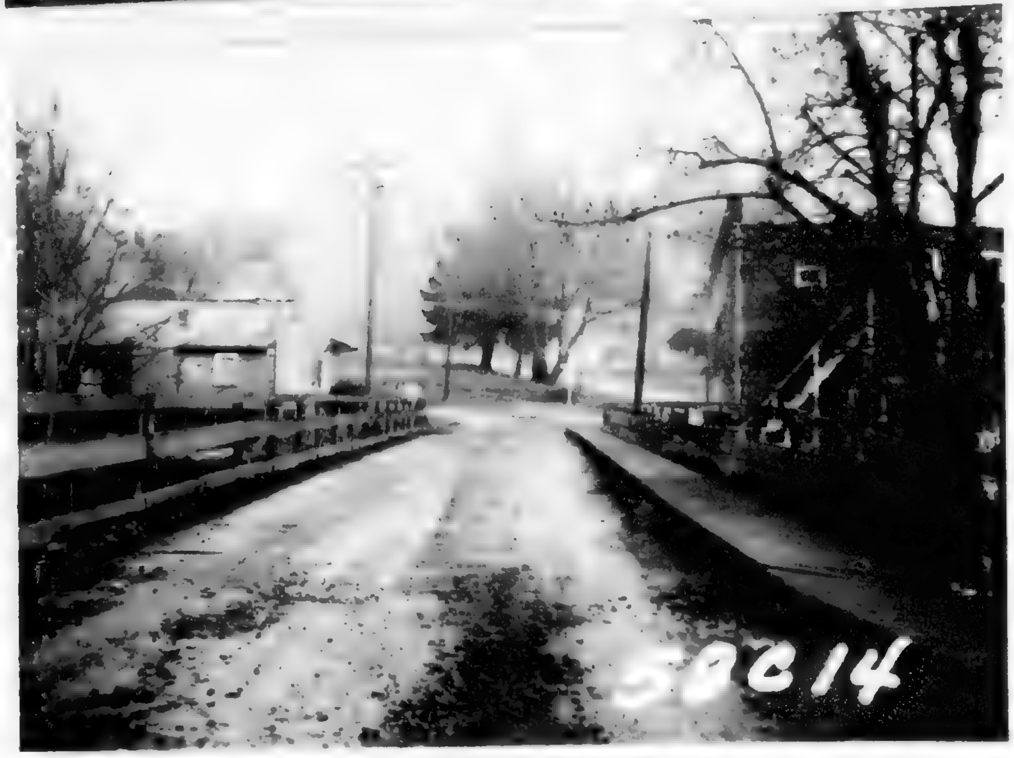
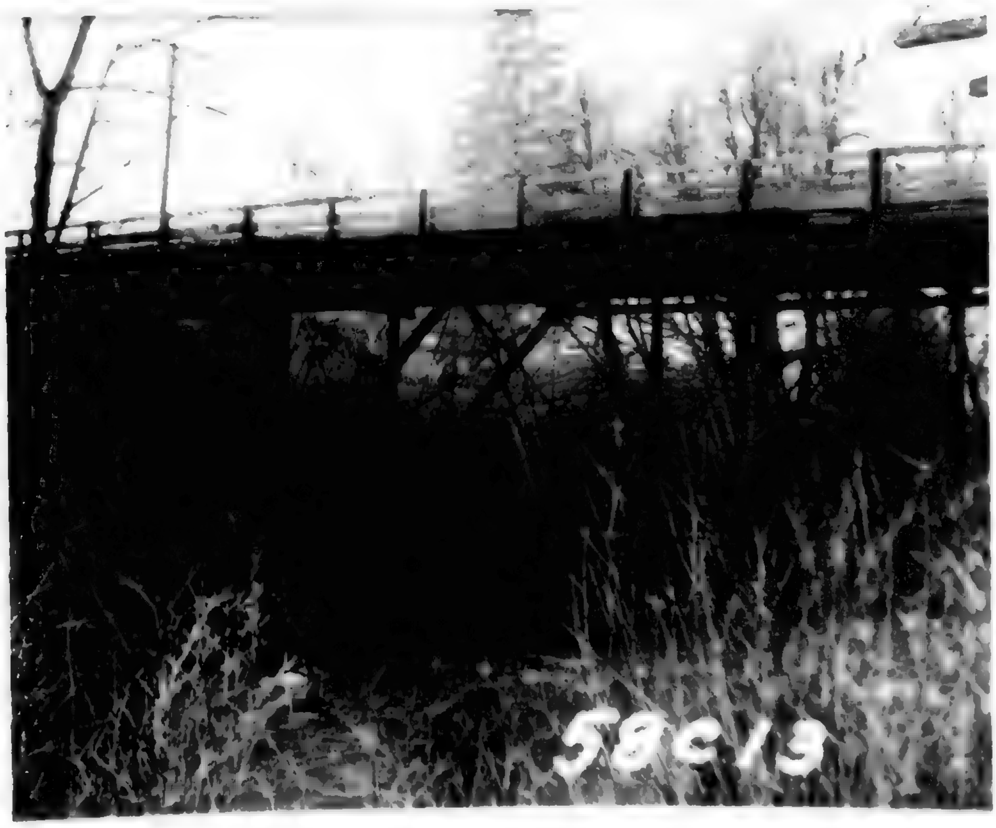


59-C-62



58C14



58C13

1958/1959

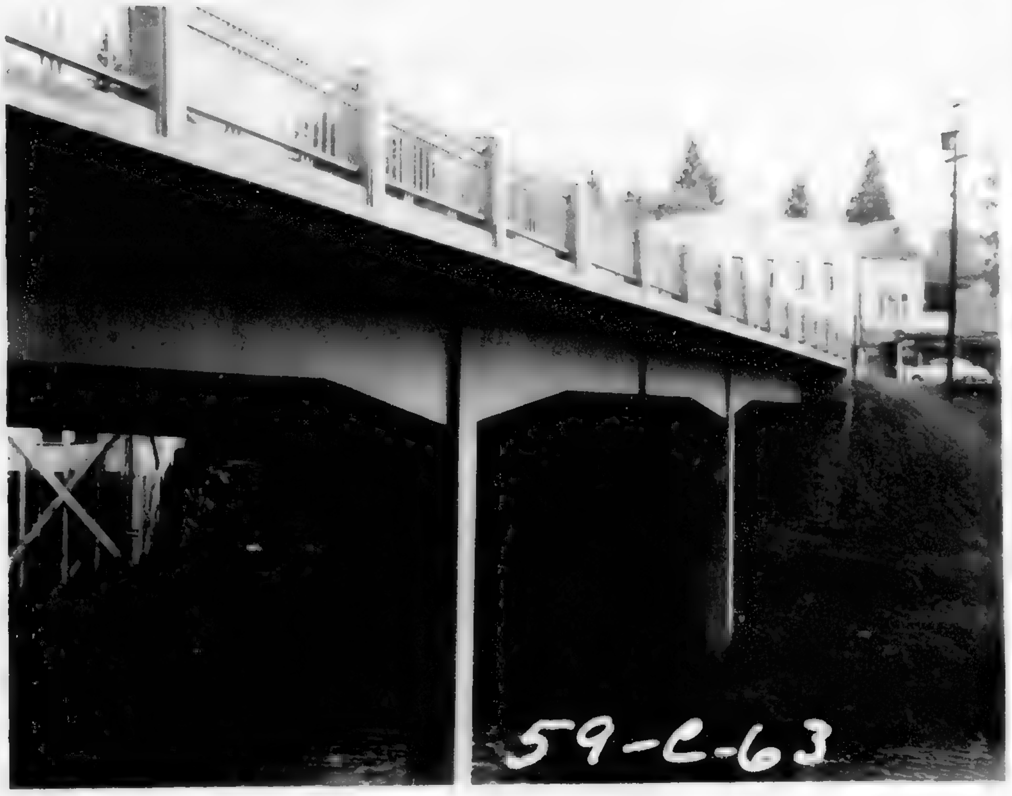
4-15-[illegible]

FAS 562 County Polk Contract No. 5135

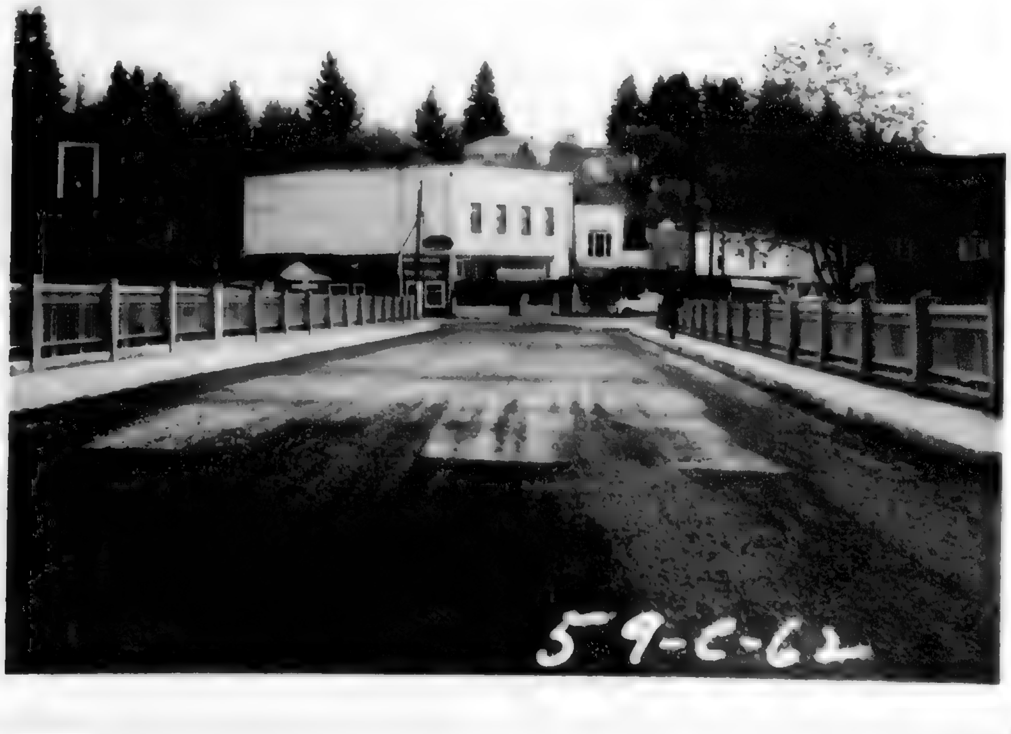
Section

Location [illegible]

[illegible]



59-C-63



59-C-62

1958/1959

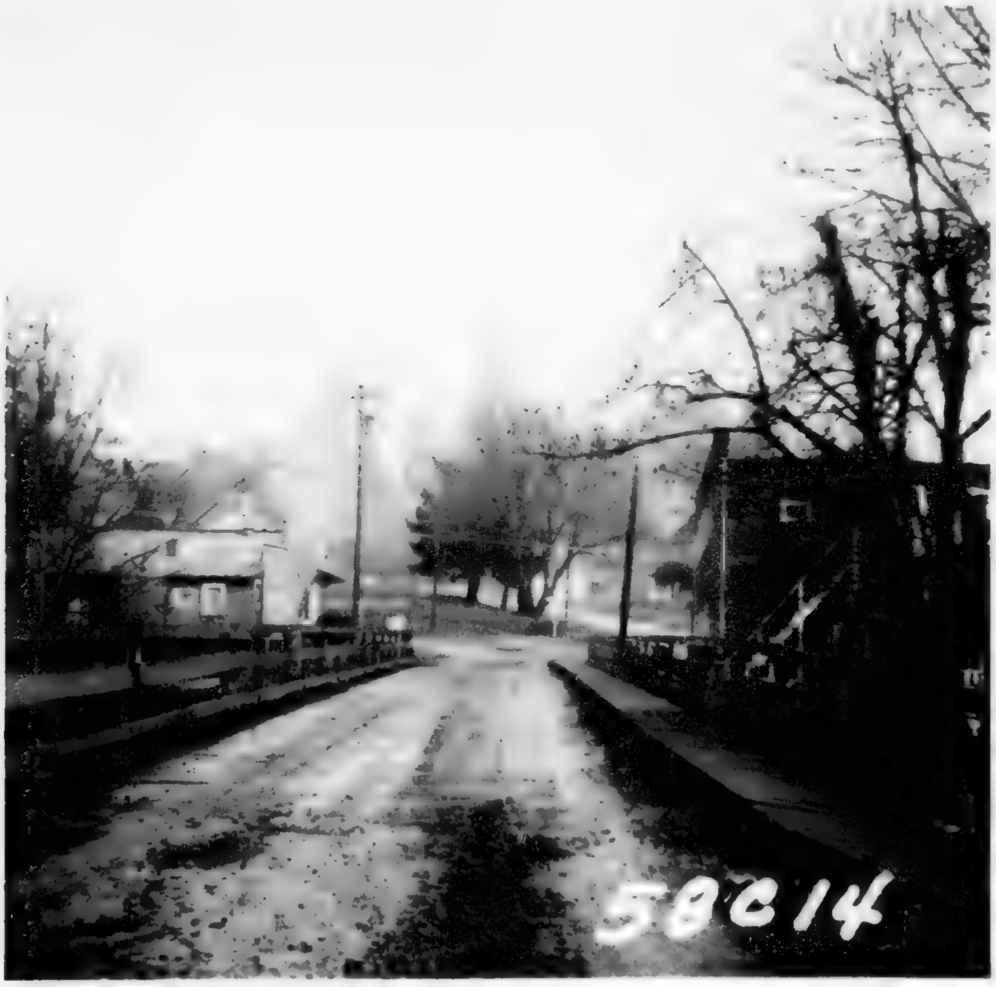
[illegible]

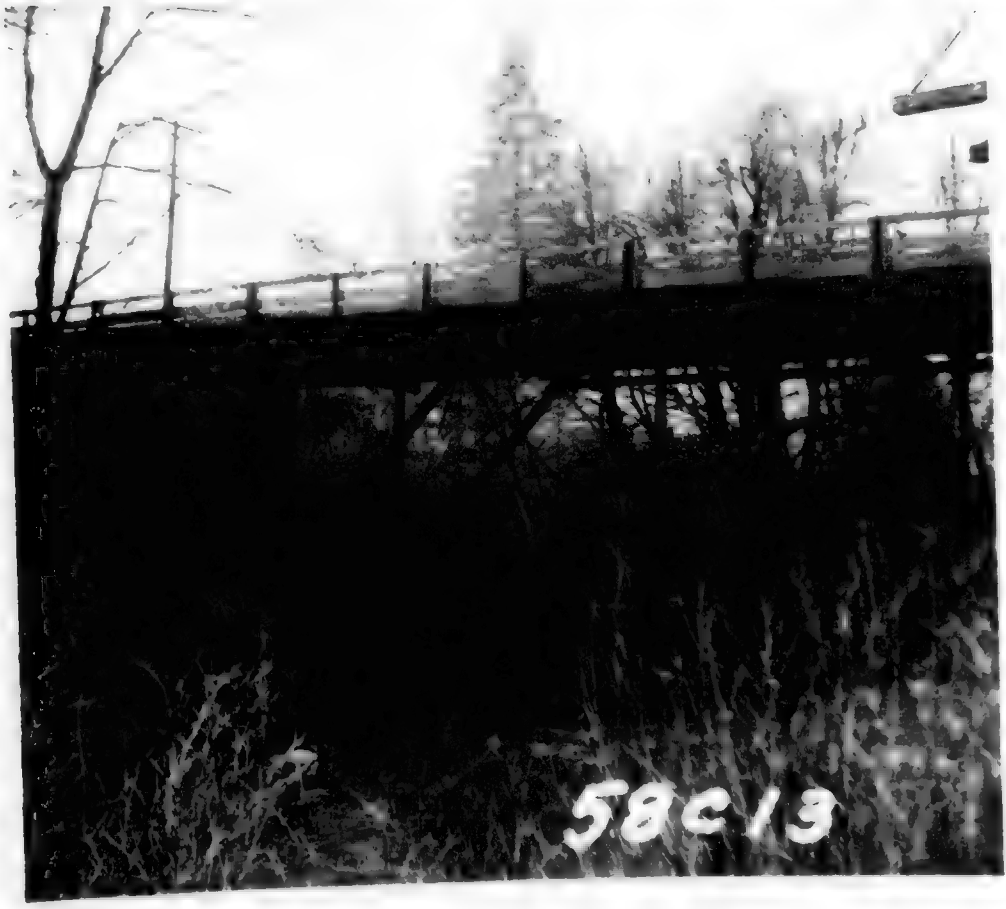
FAS [illegible] County [illegible] Contract No. 5135

Section

Location [illegible]

[illegible]





RECEIVED
SEP 23 1958
FOR FILING

File

OREGON STATE HIGHWAY DEPARTMENT
(date)

Sept. 19, 1958

[illegible]			
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5135 5135	5 Final	Henry G. Stash	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21704	H223585	$3,352.96	9-19-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from Mar. 16, 1958

Time Extensions: None

Completion Date: Aug. 18, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 19, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 22 1958
GKW

NOTED ON CARD
em

RECEIVED
SEP 12 1958
FOR FILING

[illegible] (4)

5135

Sept. 11, 1958

CERTIFIED MAIL

The Aetna Casualty & Surety Co.
Portland Service Dept.
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5135 for Little Luckiamute River Bridge on the Falls City Section (FAS 560, County Road) in Polk County was completed by the contractor, Henry G. Stach, on Aug. 18, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,352.96 will be released to the contractor after acceptance by the Commission. The total contract amount is $35,003.99, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: Oakridge Insurance Agency, Inc.
Oakridge
Oregon

NOTED ON CARD

RECEIVED
JUN [illegible]
FOR FILING

Monthly Transaction No. 6-68	For[illegible] 2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	[illegible]e Oregon
		County Polk
Project Report No. S-149(4) 3	**FEDERAL-AID PROJECT AGREEMENT**	Project No. S-149(4)

5-13-

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Luckiamute River Bridge in Falls City (a county road).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	11/15/57	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 39,025.00	Federal funds $24,100.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By M. McInaly
Chairman, State Highway Commission
(title)

By [illegible]
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **June 23, 1958**

RECOMMENDED FOR APPROVAL:
[illegible]
STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Little Luckiamute River (Falls City) Bridge, Project No. S-149(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

EC:mm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Little Luckiamute River (Falls City) Bridge
Four Corner-Falls City-Siver Road
Polk County

NATURE OF WORK:

Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5131 5135 Henry G. Stach 3-6-58

DATE OF COMPLETION: 100 workdays from 3-16-58

REMARKS:

May 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Little Luckiamute River (Falls City) Bridge, Project No. S-149(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RWC:cr

Oregon State Highway Department

Federal Aid Secondary
Project No. S-149(4)

LITTLE LUCKIAMUTE RIVER (FALLS CITY) BRIDGE ON THE FERN CORNER-FALL CITY-SUVER ROAD IN POLK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.

Salem, Oregon May 1, 1958

Type Code X021
Little Luckiamute River Bridge (Sta. 5+26 to Sta. 6+96)(Contract No. 5135)

Structural Excavation	240 cu.yds.	6.00	$ 1,440.00
Class "A" Concrete	305 cu.yds.	65.00	19,825.00
Metal Reinforcement	84,500 lbs.	.125	10,562.50
Metal Rail	350 lin.ft.	10.00	3,500.00
8-inch Metal Drain Pipe	30 lin.ft.	5.00	150.00
	Subtotal		$35,477.50
	10% Engr. & Cont.		3,547.75
	Total		$39,025.25

Length of Structure. . . . . 0.032 mile

Federal Funds.	$24,100.00
State Funds.	7,462.10
County Funds	7,462.15
	$39,025.25

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
Funds for Maint.: Chap. 529, laws, 1939

Note: Necessary funds have been deposited by Polk County with the Highway Department.

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR [illegible] 1958
FOR FILING
[illegible]
5135

Apr. 29, 1958

Mr. Henry G. Stach
P. O. Box 431
Oakridge, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5135, awarded Mar. 6, 1958,
> for Little Luckiamute River Bridge on the
> Falls City Section in Polk County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

Form A-150--10M--6-57

NOTED
Harold C. Ayers

INVOICE

Oregon State Highway Department

SALEM, OREGON

Polk County
Dallas, Oregon

Attn: County Court

Invoice No. 54679
Date March 7, 1958
Your Req. No.
Billing Request No. cc 390
Credit Distribution: 527-1044-297

Advance Deposit	7,980.00
Partial transfer county's share total cost Little Luckiamute River (Falls City) Bridge, FAS 560, covered by agreement dated February, 1958.	6,480.00
To be retained	$1,500.00

NOTED
JOHN D. [illegible]

RECEIVED
[illegible] 1958

NOTED
C. G. SWE[illegible]ON

ACKNOWLEDGMENT OF BILLING REQUEST

State Printing 4396

Cash Received with Request: $________________
By ______________________________

By

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

NOTED
JOHN D. GRAHAM

Form A-150—10M—6-57

NOTED
Harold C. Ayers

INVOICE
Oregon State Highway Department
SALEM, OREGON

NOTED

Polk County
Dallas, Oregon

Attn: County Court

Invoice No. 54679
Date March 7, 1958
Your Req. No.
Billing Request No. cc 390
Credit Distribution: 527-1044-297

	Advance Deposit	7,980.00
Partial transfer county's share total cost Little Luckiamute River (Falls City) Bridge, FAS 560, covered by agreement dated February, 1958.		6,480.00
	To be retained	$1,500.00

NOTED
JOHN D. [illegible]

RECEIVED
[illegible] 1958

NOTED
C. G. SWE[illegible]ON

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________
By ________________________________

State Printing 4396

NOTED
V. R. JONES

March 6, 1958

Polk County Court
Courthouse
Dallas, Oregon

NOTED
Harold C. Ayers

Gentlemen:

This is to acknowledge receipt of an advance deposit of $7,980 in connection with the Little Luckiamute River (Falls City) Bridge on FAS 560.

Contract No. 5135 has been awarded to Henry G. Stach and a copy of the contract will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

NOTED
JOHN D. GRAHAM

Salem, Oregon
March 5, 1958

Polk County Advance Deposit
FAS 560

Mr. Ivan Merchant
OFFICE

We have received this date Polk County Check in the amount of $7,980 which represents the county's share in the total estimated cost for constructing the Little Luckiamute River (Falls City) Bridge on FAS 560.

This project is now clear for award of a contract.

John D. Graham
Office Engr., County and City Relations

JDG:mm

cc: G. S. Paxson

Cont. # 5135
Prefix 527-1044

C. M. BARNHART
COUNTY JUDGE

G. V. REMPEL
W. FRANK CRAWFORD
COMMISSIONERS

OFFICE OF
COUNTY COURT OF POLK COUNTY
DALLAS, OREGON

March 4, 1958

Oregon State Highway Department
State Highway Building
Salem, Oregon

ATT'N: John F. Hagemann, Ass't Engr

Dear Sirs:

This is to inform you, according to a previous agreement, that Polk County has purchased necessary right-of-way for the Fall City - Luckiamute bridge.

Enclosed please find Polk County check for $7,980.00.

Very truly yours,

C M Barnhart
C. M. Barnhart
County Judge

CMB;wh
enc.

RECEIVED
MAR 5 1958
ENGINEER
COUNTY & [illegible]

RECEIVED
MAR 5 1958
OREGON
STATE HIGHWAY COMMISSION

February 28, 1958

Polk County Court
Courthouse
Dallas, Oregon

Gentlemen:

On February 27th a satisfactory bid was received from Henry G. Stach of Oakridge for construction of the Little Luckiamute River (Falls City) Bridge on FAS 560. As per the agreement between county and state, the following advance deposit is required prior to awarding of a contract:

Bid Items	$35,477.50
12-1/2% Eng'ring & contingencies	4,434.69
Estimated Total Cost. . . .	$39,912.19
County Advance Deposit of 20%	$ 7,980.00

Please make this deposit by means of a check or warrant in the amount of $7,980 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of this deposit and a letter certifying that all right-of-way has been obtained, a contract will be awarded.

Based on the above estimated bridge costs and the best available costs for the projects on FAS 193 and 560, which have been completed but not finalled, it now appears that there will be a total of approximately $90,000 available for the Bethel-Zena project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

NOTED
C. G. SWENSON

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

March 6, 1958

NOTED
John F. Hagemann

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

Attached are three copies each of maintenance agreements and encroachment resolutions covering the following:

FAS 560, Polk County
    Oregon Project S-149(4), Little Luckiamute River (Falls City) Bridge

FAS 258, Curry County
    Oregon Project S-366(1), Dans Point-Plywood Plant Section

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

JDG:mm
Att.

NOTED
JOHN D. GRAHAM

RECEIVED
MAR 18 1958
FOR FILING

S 149

5135

March 6, 1958

Mr. Henry G. Stach
Oakridge,
Oregon

Dear Mr. Stach:

The State Highway Commission on February 27, 1958, accepted your proposal for The Little Luckiamute River Bridge at Falls City in Polk County for the sum of $35,477.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5135.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards
Mr. I. D. Merchant

NOTED
J. Mc C.

DOMESTI[illegible]ICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
- TELEGRAM ☐
- DAY LETTER ☐
- NIGHT LETTER ☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
- FULL RATE ☐
- LETTER TELEGRAM ☐
- SHORE-SHIP ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 6, 1958

Henry G. Stach
Oakridge,
Oregon

Contract for Little Luckiamute River Bridge at Falls City, Polk County for which you submitted low bid on February 27, 1958, awarded to you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting ✓
Files ✓
C. W. Head

620 COURT STREET

PHONE MAYFAIR 3-4353

DARRELL J. WILLIAMS
ATTORNEY AT LAW
DALLAS, OREGON

NOTED
Harold C. Ayers

March 6, 1958

NOTED
C. Ayers

State of Oregon,
State Highway Commission,
Salem, Oregon.

Attention: H. B. Glaisyer, Secretary

Re: Falls City Bridge

Dear Sir:

Please be advised that this office has secured all of the necessary deeds conveying the right of way necessary to construct the new bridge in Falls City, and all of those deeds have been duly recorded in the Deed Records of Polk County, Oregon.

If it is necessary for your office to be supplied copies of those deeds, please so advise me and I will obtain photostatic copies from the Clerk's Office.

If anything more need be done concerning this matter on behalf of the City of Falls City, please do not hesitate to write me.

Very truly yours,

Darrell J. Williams.

DJW:kc

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

RECEIVED
MAR 10 1958
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
MAR 7 - 1958
FOR FILING

S 147(4)

5125

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 5, 1958

SUBJECT: Polk County Advance Deposit
FAS 560

To: Mr. Ivan Merchant
OFFICE

We have received this date Polk County Check in the amount of $7,980 which represents the county's share in the total estimated cost for constructing the Little Luckiamute River (Falls City) Bridge on FAS 560.

This project is now clear for award of a contract.

John D. Graham
Office Engr., County and City Relations

JDG:mm

cc: G. S. Paxson

RECEIVED
MAR 6 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 12 1958
FOR FILING

X 14 (4)

5135

Salem, Oregon
March 5, 1958

FAS Project Agreements
Polk County

[illegible] # 233
[illegible] = 184

Mr. C. G. Swenson
City & County Relations Dept. Engineer
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Polk County covering the Little Luckiamute River (Falls City) Bridge project in Falls City.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Polk County.

Secretary

FN
Attach: 5

FORM 230—50M—6-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 21, 1958

SUBJECT: FAS Project Agreements
Polk County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Little Luckiamute River (Falls City) Bridge project in Falls City. Two copies of the agreement have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on August 8, 1957.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE August 8, 1957 see page 44 of the minutes (item 4-0-2)
Secretary

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Feb. 21, 1958

RECEIVED
FEB 21 1958
Office of
STATE HIGHWAY ENGINEER

sign 2 copies

P

RECEIVED
MAR 5 - 1958
FOR FILING

S-149.40

5135

March 5, 1958

County Court of Polk County
Court House
Dallas, Oregon

Gentlemen:

We are enclosing for the records and files of Polk County one fully executed copy each of a finance and maintenance agreement between the State Highway Commission and Polk County covering the Little Luckiamute River Bridge project in Falls City.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

V. R. [illegible]

February 7, 1958

NOTED
Harold C. Ayers

Polk County Court
Courthouse
Dallas, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the Little Luckiamute River (Falls City) Bridge on FAS 560 upon which bids will be received February 27th.

Also enclosed are six copies of an encroachment resolution for adoption by the city of Falls City in connection with this same project. It would be appreciated if you could contact the city for adoption of this resolution and see that five signed copies are returned to this office.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost for this bridge, including engineering and contingencies, is $44,500; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's deposit. Please treat this estimate as confidential until after bids have been received on February 27th.

The maintenance agreement and encroachment resolutions are standard forms required by the Bureau of Public Roads in connection with projects of this nature.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest with seal, and return all copies of each agreement and five copies of the resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in this office prior to February 21st.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

JFH:mm
Encl.

NOTED
R. JONES

NOTED
Harold C. Ayers

January 30, 1958

Polk County Court
Courthouse
Dallas, Oregon

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two sets of plans on the Falls City Bridge, FAS 560. It is planned to call for bids on this project at the February meeting of the Highway Commission unless you desire to postpone the opening of bids because of right-of-way negotiations.

These plans are for your information only. Finance agreements will be forwarded to you at a later date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

CGS:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM E-30X—[illegible]—11-[illegible]—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29, 1958

SUBJECT: Little Luckiamute River Bridge
at Falls City

To:

Mr. C. G. Swenson
County and City Relations Engineer
Office

RECEIVED
58
ENGINEER
COUNTY & CITY RELATIONS

Attached hereto please find two prints each of our Drawings 13835, 13836, and 13837, covering details for the Little Luckiamute River Bridge at Falls City.

The cost of this structure is estimated to be $45,000 including percentages.

These plans are sent you so that they may be sent to the County for their examination and approval as the job is to be advertised for the February 27 and 28 Commission meeting.

Ivan D Merchant

Ivan D. Merchant
Bridge Engineer

IDM/mm

Attached

November 27, 1957

NOTED
Harold C. Ayers

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Contract 5135

NOTED
John F. Hagemann

Dear Mr. Polk:

In compliance with the provisions of PPM 20-8 dated August 10, 1956, the mayor of Falls City was notified by letter dated September 20, 1957, that the Highway Commission plans to call for bids for construction of a new bridge across the Little Luckiamute River on Bridge Street in Falls City. A reply was received dated November 20 that no hearing is necessary.

Copies of all correspondence on the matter are attached.

The State Highway Department has considered the economic effects in adopting this location.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

JDG:mm
Att.

Proj S-149 (4)
See {Fas 560, Polk Co &
{City Enc-Res. file

NOTED
C. G. SWENSON

VERNON MURPHY, MAYOR

FAY WILSON, RECORDER

CITY OF FALLS CITY
FALLS CITY, OREGON

NOTED
Harold C. Ayers

Nov. 20, 1957

COPY FOR MR. ____________
From H. B. Glaisyer, Secretary

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Mayor Vernon Murphy brought the enclosed letter to me last night and asked that I answer it by informing you that a public hearing will not be necessary. Everyone here in Falls City approves the bridge and is happy with the relocation.

He regrets that he neglected the first letter.

Very truly,

Fay Wilson
Recorder

Noted [illegible]

RECEIVED
NOV 21 1957
OREGON
STATE HIGHWAY COMMISSION

FORM E-123X 27½M 10-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
Harold C. Ayers

November 18, 1957

Hon. Vernon Murphy, Mayor
City Hall
Falls City, Oregon

RECEIVED
NOV 18 1957
[illegible]

NOTED
John F. Hagemann

Dear Sir:

On September 20, 1957, I wrote a letter in connection with a public hearing covering the proposed construction of a new bridge across the Little Luckiamute River on Bridge Street in Falls City.

A reply as to whether or not a hearing should be held was requested by October 22. As no reply has been received to date, it would be appreciated if you would give this matter your early attention.

Very truly yours,

H B Glaisyer

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

JDG:mm

cc: C. G. Swenson ✓

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

CERTIFIED MAIL

September 20, 1957

Hon. Vernon Murphy, Mayor
City Hall
Falls City, Oregon

Dear Sir:

The State Highway Commission plans to call for bids in the near future for the construction of a new bridge across the Little Luckiamute River on Bridge Street in Falls City. The proposed project is to be known as the Little Luckiamute River (Falls City) Bridge Section and is shown colored in red on the attached map.

This notice is given in conformance with federal and state statutes, excerpts from which are attached hereto.

In conformance with federal regulations, the Highway Commission will have a notice announcing the proposed project published in the "Polk County Itemizer-Observer." The Bureau of Public Roads requires that the notice appear for two successive weeks, so this notice will appear in the October 3 and October 10 issues of the "Polk County Itemizer-Observer." This notice is to inform interested persons of the proposed project and to afford them an opportunity to request a hearing if they so desire. The notice will contain information asking that requests for a hearing be directed to the City Council of Falls City. The deadline for such requests has been set for October 15, 1957.

A reply as to whether or not any requests for a hearing are received would be appreciated not later than October 22, 1957.

Very truly yours,

H B Glaisyer

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

JDG:mm
Att.
cc: Commissioners - 3
Forrest Cooper
G. S. Paxson
L. I. Lindas
C. G. Swenson - 2 ✓
Lloyd Shaw
Accounting Division
Polk County Court

Excerpt, FEDERAL HIGHWAY ACT of 1956, Section 116(c):

"Any state highway department which submits plans for a Federal-aid highway project involving the by-passing of or going through, any city, town, or village, either incorporated or unincorporated, shall certify to the Commissioner of Public Roads that it has had public hearings or has afforded the opportunity for such hearings, and has considered the economic effects of such a location---."

ORS 373.015:

"Before the State Highway Commission acquires within any incorporated city any new rights-of-way or relocates or abandons any existing state highway within any incorporated city, the secretary of the Commission shall by letter notify the Mayor of such city of the action contemplated by the Commission, and if any remonstrances or objections thereto are made by the Mayor or the Council within ten days after receipt of such letter, the Commission or its designated representative, shall hold a public hearing at the city hall in such city, after having first given written notice thereof to the Mayor at least ten days prior thereto, and, at such public hearing, persons who favor or oppose the contemplated action shall be given an opportunity to be heard."

ccr-8-57

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

September 20, 1957

POLK COUNTY ITEMIZER-OBSERVER
Dallas,
Oregon

Attention: Classified Ads Department

Gentlemen:

I attach hereto the State Highway Commission's notice to interested people in the city of Falls City relative to the Commission's plans for construction of a new bridge across the Little Luckiamute River on Bridge Street in Falls City. Please run this advertisement in your classified section under the heading "Legal Notices" on Thursday, October 3, and on Thursday, October 10. Please submit your billing for this service in triplicate, together with proof of publication.

This notice will be of particular interest to quite a number of people in Falls City, especially those who are affected by the plan, some of whom do not regularly read your classified columns. It will be appreciated if you will print the information as a news item in the proper place in your paper of October 3, advising where the official notice may be read. Will you also furnish me with four extra copies of the published notice which are needed to satisfy the legal requirements and to complete our files on the subject.

It will be satisfactory to print the notice in one column. If any questions arise, I will be glad to advise you if you will telephone me at EMpire 4-2171, extension 366, Salem.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

JDG:mm
Att.
cc: Commissioners - 3
Forrest Cooper
G. S. Paxson
L. I. Lindas
C. G. Swenson - 2 ✓
Lloyd Shaw
Accounting Division
Polk County Court

NOTICE

Notice is hereby given that the Oregon State Highway Commission is planning to construct a new bridge across the Little Luckiamute River on Bridge Street in Falls City.

This notice is given in compliance with federal and state regulations pertaining to this type of project whereby it is required that public notice be given to enable interested parties to request a public hearing on the proposed project. If any interested party desires such a hearing, a request for same should be directed to the City Council of Falls City on or before October 15, 1957.

OREGON STATE HIGHWAY COMMISSION
By H. B. Glaisyer, Secretary

(9/20/57)

NOTED
[illegible]

November 25, 1957

NOTED
Harold C. Ayers

Polk County Court
Courthouse
Dallas, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are four copies each of six options covering right-of-way required in connection with the Falls City (Luckiamute River) Bridge Section of FAS 560.

After the options or deeds for this right-of-way have been signed, please advise this office. Also, we should be advised of any provisions in the right-of-way negotiations which might affect our construction.

Very truly yours,

C. G. Swenson
Engineer, County and City Relations

JFH:mm
Encl.

cc: L. Franklin, Co. Engr.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 25, 1957

SUBJECT: OPTIONS
Falls City (Luckiamute River) Bridge
Fern's Corner Falls City-Suver Co. Rd.

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

Attached you will find six option forms in quadruplet covering right of way to be acquired in connection with Falls City (Luckiamute River) Bridge Section of the Fern's Corner-Falls City County Road in Polk County.

We are attaching five prints of Map No. 1R-501085 covering this area and bearing our date of November 18, 1957.

File No.	Name	Area
27488	Helen M. Murrell	1300 Sq. Ft.
27489	H. W. Koehler	0.158 Acres
27490	Lenora Dickinson	0.094 "
27491	Floyd E. French, et ux	0.085 "
27492	Callie B. Heider	0.016 "
27493	Falls City	0.2 "

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

MM:jm
Encls: 6 Options & 5 Prints

cc: R. L. Porter

RECEIVED
NOV 25 1957
ENGINEER
COUNTY & CITY RELATIONS

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Salem, Oregon
November 7, 1957

Falls City (Luckiamute River) Bridge
FAS 560, Polk County

Mr. Tom Edwards
OFFICE

The subject named project provided for construction of a bridge and placing of road approach fills. Polk County now advises that the county will place approach fills and the FAS project will be confined to the structure only.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: V. G. O'Neil
Frank Hall
P. M. Stephenson

NOTED
John F. Hagemann

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

527-1483

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 6, 1957

SUBJECT: Luckiamute River (Falls City) Bridge
FAS 560, Polk County

To: Mr. Tom Edwards
Construction Engineer
Department

NOTED
John F. Hagemann

The County Engineer of Polk County today advised me that the County will do all the necessary grading and surfacing work on the above-mentioned project, which will leave only the structure itself to be contracted.

J. D. Walker
Division Engineer

JDW:AM
cc Mr. P. M. Stephenson
County and City Relations

RECEIVED
[illegible] 6 - 1957

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

File

NOTED
V. R. JONES

MEMO TO J. W. NASH
10/23/57

NOTED
C. G. SWENSON

NOTED
John F. Hagemann

FAS 560, POLK COUNTY

TERMINI: From Bridge Street northeasterly across Luckiamute River to N. Main Street in Falls City (Falls City (Luckiamute River) Bridge).

PROPOSED WORK: One reinforced concrete bridge 182' long. Grade and drain road approaches.

PROJECT LENGTH: 0.12 mile

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$60,000	$36,000	$12,000	$12,000 (County)

EXISTING FACILITY:

ROADWAY: Light gravel wearing surface 22' wide on 28' roadway.
STRUCTURE: Five 16' F.T. approach spans, 78' steel deck truss. H.C. - 16'. Rating H-6. This bridge is structurally inadequate for present traffic.

ADJACENT SECTIONS:

NORTH END: 20' wide asphaltic concrete pavement on 28' roadway in good condition.
SOUTH END: 20' wide bituminous wearing surface in fair condition.

PROJECT DATA:

STRUCTURE: Construct R.C.D.G. bridge 182' in length, H.C. 26', 4' pedestrian walk.
ROADWAY: Construct approach fills only. County will place base material and construct an oil mat wearing surface 20' in width with 4' shoulders without federal cooperation.

This project will be on a new alignment southeast of the existing bridge. This will permit elimination of an extremely dangerous street intersection at the north end of the present bridge.

ROW WIDTH: 60' minimum
MINIMUM DESIGN STANDARDS: No exception
ACCESS CONTROL: None
RR XING: None

NOTED
JOHN D. GRAHAM

SYSTEM ACTION: Requires extension of existing FAS 560. Request for extension has been submitted.

UNUSUAL OR COMPLICATED SITUATIONS: None

FAS 560 serves the city of Falls City and the surrounding agricultural lands. It is also a log haul, mail, and school bus route.

JFH:mm

NOTED
V. R. JONES

NOTED
Harold C. Ayers

August 16, 1957

Polk County Court
Courthouse
Dallas, Oregon

NOTED
John F. Hagemann

FAS 560

Gentlemen:

On August 8th the Highway Commission approved the county FAS project as described in the attached tabulation which is believed to conform with the county's request. The survey for this project will be conducted under the supervision of our division office with headquarters in Salem.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att. -(57-f)

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

POLK COUNTY
PROPOSED PROJECT

FAS 560 - Falls City (Luckiamute River) Bridge, $60,000. This bridge is over the Luckiamute River and will be on a new location southeast of the present bridge on Bridge Street and southwest of N. Main Street in Falls City.

The proposed project is to construct a reinforced concrete bridge and place approach fills. The bridge will have a roadway width of 26' with a 4' pedestrian walk on the easterly side and should include hangers for Falls City's water line. The approach fills should be of sufficient width to permit a finished roadway of a 20' oil mat wearing surface with 4' shoulders. Polk County will place base and wearing surface with county forces and also remove and dispose of the existing bridge. No detour is involved.

Mr. L. Franklin, County Engineer, should be contacted prior to making the survey.

(57-f)
7/22/57

FAS 414
Lake Co

OREGON STATE HIGHWAY DEPARTMENT
FORM E-220 (REV. 3-68)

SUBJECT: FAS #414 Fort Rock Road	FROM: J.F. [illegible] Putnam
DATE: 12-[illegible]	TO: D.N. Harvell

Herewith the data on Lake County, FAS #414, Fort Rock Road [illegible] correspondence [illegible] the [illegible], agreement to date.

I trust this will be [illegible] to you [illegible] Center in your negotiations.

Happy Holidays!

[illegible]

cc JL Center, Dist. Engr.

(SIGNATURE)

PLEASE REPLY HERE

RECEIVED
COUNTY & CITY SECTION
DEC [illegible]
☑ ENGR. ☑ ASST. ENGR. ☑ GE ☒ AE ☑ UE
☑ UPE ☑ CE ☑ RE ☑ RPE ☐

(DATE)

(SIGNATURE)

1. SENDER DETACH SHEET NO. 2 AND HOLD UNTIL REPLY IS RECEIVED. FORWARD SHEETS 1 AND 3 INTACT WITH CARBONS.
2. ADDRESSEE REPLY. DETACH CARBONS AND RETURN SHEET 3 TO SENDER. RETAIN SHEET 1.

3

Form A-150—5M—6-59

RECEIVED
NOV 4 1959

INVOICE

Oregon State Highway Department

SALEM, OREGON

NOTED

Invoice No. 62652

Lake County
Lakeview
Oregon

Attn: County Court

Date November 2, 1959

Your Req. No.

Billing Request No. cc 531

Credit Distribution 519-1029-297

Final billing: Horse Ranch-Fort Rock Section, FAS 414, covered by agreement dated 2/10/58.

Original advance deposit	$26,300.00	
Less amount previously transferred	20,300.00	
Balance in advance deposit fund		$6,000.00
County share total cost as per attached statement	$21,175.42	
Less amount previously transferred	20,300.00	
Balance		875.42
To be retained		$5,124.58

ACKNOWLEDGMENT OF BILLING REQUEST

State Printing 21127

Cash Received with Request: $________________

By ______________________________

NOTED
C. G. SWENSON

May 21, 1959

NOTED
Harold C. Ayers

Lake County Court ✓ FAS 414
Courthouse
Lakeview, Oregon

Gentlemen:

Final costs are now available for the Horse Ranch-Fort Rock Section of FAS 414 and, as shown on the attached cost statement, it has been determined that a refund of $5,124.58 is due the county.

As per my telephone conversation with Judge Langalet, this refund will be retained to apply against the county's share of the "Winnemucca to the Sea" FAS project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:cg

Att.

Completed 10/4/58

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Lake

Contract No. 5136

Date May 21, 1959

FAS 414

Section Horse Ranch-Fort Rock Section

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
Payments to contractor as per attached tabulation				$100,129.03
Construction Engineering				9,295.81

TOTAL CONSTRUCTION COSTS - - - - - - - - - - - $109,424.84

FEDERAL FUNDS COLLECTED FOR PROJECT - - - - - 67,074.00

AGREED COUNTY SHARE OF TOTAL COSTS
(50% of difference between total funds and federal funds)
($109,424.84 - $67,074.00) X ½ = $21,175.42

County Advance Deposit	$26,300.00
Less County Share	21,175.42

REFUND DUE COUNTY - - - - - - - - - - - $ 5,124.58

JFH:cg

December 3, 1958

STATE OF OREGON,

To A. L. HARDING, INC., Dr.

County Lake

Postoffice address Stayton, Oregon

Highway Fort Rock Road

Work done to October 4, 1958

Contract No. 5136

Section Horse Ranch - Fort Rock

Prefix No. 519-1029-201(41)

Estimate No. 7 Final

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Clearing and grubbing	all	1000.00	100%	1,000.00	1,000.00	-
2. Drainage excav., unclass.	c.y.	2.00	75.78	151.56	151.56	-
3. General excav., unclass.	c.y.	.24	54,099	12,983.76	12,983.76	-
4. Short overhaul	yd.sta.	.02	123,240.7	2,464.81	2,464.81	-
5. Long overhaul	C-yd.sta.	.50	2,696.4	1,348.20	1,348.20	-
6. Finish. roadbed and slopes	mile	400.00	6.38	2,552.00	2,552.00	-
7. 12" corr. metal pipe	l.f.	3.50	180	630.00	630.00	-
8. 18" corr. metal pipe	l.f.	4.50	340	1,530.00	1,530.00	-
9. 24" corr. metal pipe	l.f.	8.00	46	368.00	368.00	-
10. Selected roadbed topping	c.y.	.44	42,092.9	18,520.88	18,444.89	75.99
11. 3/4"-0 material in leveling course	c.y.	2.00	7,260	14,520.00	14,520.00	-
12. Sprinkling	M/gal	3.00	1,270.5	3,811.50	3,811.50	-
13. Preparation of base	mile	60.00	6.38	382.80	382.80	-
14. 3/4"-0 material in binder course	c.y.	3.20	720	2,304.00	2,304.00	-
15. Furn. & placing aggregates	c.y.	3.40	3,868	13,151.20	13,151.20	-
16. RC-3 asphalt	ton	47.00	110.42	5,189.74	5,189.74	-
17. 120-150 asphalt	ton	47.00	263.52	12,385.44	12,385.44	-
PA#1 RS-K emulsified asphalt	ton	52.00	80.85	4,264.88	4,264.88	-
PA#2 Reimburse contractor for necessary ripping	c.y.	.10	30,600	3,060.00	3,060.00	-
Force Account				46.26	46.26	-
Liquidated damages	day	90.00	6	-540.00	-540.00	-

Audited and approved by

Period covered To 10/4/58

Item: Cont. 5136 - Est. 7 Final

	Total Amount To Date	Previous Amount	Present Amount
Totals	100,129.03	100,053.04	75.99
0 % Retained	-	3,001.59	3,001.59
Total Payments	[illegible]	[illegible]	[illegible]

Highway Fort Rock Road Work done to October 4, 1958 Contract No. [illegible]

Section Horse Ranch - Fort Rock Prefix No. 519-1029-201(41) Estimate No. 7 Final

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Clearing and grubbing	all	1000.00	100%	1,000.00	1,000.00	-
2. Drainage excav., unclass.	c.y.	2.00	75.78	151.56	151.56	-
3. General excav., unclass.	c.y.	.24	54,099	12,983.76	12,983.76	-
4. Short overhaul	yd.sta.	.02	123,240.7	2,464.81	2,464.81	-
5. Long overhaul 0-	yd.sta.	.50	2,696.4	1,348.20	1,348.20	-
6. Finish, roadbed and slopes	mile	400.00	6.38	2,552.00	2,552.00	-
7. 12" corr. metal pipe	l.f.	3.50	180	630.00	630.00	-
8. 18" corr. metal pipe	l.f.	4.50	340	1,530.00	1,530.00	-
9. 24" corr. metal pipe	l.f.	8.00	46	368.00	368.00	-
10. Selected roadbed topping	c.y.	.44	42,092.9	18,520.88	18,444.89	75.99
11. 3/4"-0 material in leveling course	c.y.	2.00	7,260	14,520.00	14,520.00	-
12. Sprinkling	M/gal	3.00	1,270.5	3,811.50	3,811.50	-
13. Preparation of base	mile	60.00	6.38	382.80	382.80	-
14. 3/4"-0 material in binder course	c.y.	3.20	720	2,304.00	2,304.00	-
15. Furn. & placing aggregates	c.y.	3.40	3,868	13,151.20	13,151.20	-
16. RC-3 asphalt	ton	47.00	110.42	5,189.74	5,189.74	-
17. 120-150 asphalt	ton	47.00	263.52	12,385.44	12,385.44	-
PA#1 RS-K emulsified asphalt	ton	52.00	82.09	4,268.86	4,268.86	-
PA#2 Reimburse contractor for necessary ripping	c.y.	.10	30,600	3,060.00	3,060.00	-
Force Account				46.28	46.28	-
Liquidated damages	day	90.00	6	-540.00	-540.00	-

Audited and approved by			
Period covered To 10/4/58			
Items Cont. 5136 - Est. 7 Final			
	Totals	100,129.03	100,053.04	75.99
	0 % Retained	-	3,001.59	3,001.59
	Total Payments	100,129.03	97,051.45	3,077.58

Computed by C Palmer
V deacon
Checked by

To be paid contractors, this estimate, $ 3,077.58

Engineer A.A. Posnem

Previous Voucher No. 28028

State Printing

NOTED
[illegible] R. JONES

December 22, 1958

Lake County Court
Courthouse
Lakeview, Oregon

Gentlemen:

Enclosed are two copies of an agreement providing for the maintenance of the Fort Rock County Road, FAS 414, by state forces at county expense.

This agreement was prepared at the request of Commissioner Corum as he was of the opinion the road was too far removed from county road headquarters at Lakeview to permit economical maintenance by county forces.

If satisfactory, please sign and return both copies of the agreement to this office together with a check payable to the Oregon State Highway Commission in the amount of $600 as provided in the agreement. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records.

If you do not wish to sign the agreement, please advise so that our records on this matter will be complete.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

NOTED
C. G. SWENSON

RECEIVED
DEC 21 1958
FOR FILING
S-365 (1)

OREGON STATE HIGHWAY DEPARTMENT
(date)

December 19, 1958

(CONTRACT NO.) 5136	(EST. NO.)	(CONTRACTOR)
5136	7 Final	A. L. Harding, Inc.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
29702	H231632	$ 3,077.58 12-19-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from Mar. 17, 1958

Time Extensions: None

Completion Date: Oct. 4, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Dec. 19, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: DEC 22 1958

NOTED ON CARD

A

RECEIVED
DEC 10 1958
FOR FILING
S-365 (1)

5136

Dec. 10, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

State Highway Contract No. 5136, for grading and oiling on the Horse Ranch-Fort Rock Section of the Fort Rock Road in Lake County was completed by the contractor, A. L. Harding, Inc., on Oct. 4, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $3,077.58 will be released to the contractor on or after Dec. 20, 1958. The total contract amount is $100,129.03, of which amount $46.26 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

en

cc: Homer H. Smith Insurance Agency,
324 N. Church St.
Salem, Oregon

NOTED ON CARD

Salem, Oregon
December 3, 1958

Request for Agreement
Lake County
Maintenance of Fort Rock County Road

Mr. P. M. Stephenson
OFFICE

Enclosed is a suggested letter to the Legal Division with attached draft of an agreement as proposed for the maintenance of the Fort Rock County Road by state forces at county expense. If satisfactory please sign and forward same to Mr. Lindas.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:cg
Enc.

NOTED
C. G. SWENSON

December 2, 1958

Lake County Court
Courthouse
Lakeview, Oregon

Gentlemen:

At the request of Commissioner Corum, I checked regarding working out an agreement between Lake County and the highway department to accomplish the maintenance of the Ft. Rock Road, FAS 414, by state forces at county expense.

I have been advised that such an arrangement will be acceptable to the highway department and we are presently preparing an agreement covering same. It will probably be three or four weeks before the agreement form is available and at that time it will be forwarded to you for execution.

The agreement will provide for state maintenance at county expense to be accomplished by an advance deposit by the county of the estimated annual maintenance costs at the first of each year. Adjustment of the depost would then be made based on actual costs at the end of each year.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:cg

NOTED
C. G. SWENSON

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
November 24, 1958

Mr. P. M. Stephenson
OFFICE

FAS 414, Lake County
Horse Ranch-Fort Rock County Road
6.38 miles, 20-foot O-11

NOTED
JOHN D. GRAHAM

Last week the Lake County Court asked if we could work out an agreement for the State to maintain the Fort Rock County Road, FAS 414, at county expense.

This road extends from the Fremont Highway to Fort Rock, a distance of 6.4 miles, and was constructed this year through a 20-foot wide O-11 wearing surface as a county FAS project. It is located approximately 100 miles north of Lakeview which is the headquarters for the county road maintenance forces. An arrangement for its maintenance with state forces at county expense would relieve the County of considerable deadheading of county equipment and personnel with the resultant saving in maintenance costs.

The County is willing to sign any type of agreement we feel necessary and make an advance deposit annually for the estimated annual maintenance cost for this road.

The attached map shows the road in question colored in red.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

NOTED
C. G. SWENSON

A

RECEIVED
NOV 28 1958

FOR FILING
A-365(1)

5136

Nov. 26, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to A. L. Harding, Inc., in connection with Contract No. 5136, for grading and oiling on the Horse Ranch-Fort Rock Section of Fort Rock Road in Lake County.

This payment, in the amount of $3,389.51, will be released to the contractor on or after Dec. 6, 1958. The retained percentage is $3,001.59.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Homer H. Smith Insurance Agency
32½ N. Church St.
Salem, Oregon

NOTED ON CARD

11-17-58

FAS 414 **County** Lake Co. **Contract No.** 5136

Section [illegible]

Location 57-C-12 [illegible]
58-C-74

RECEIVED
OCT 31 1958

FOR FILING

365(1)

5136

October 30, 1958

CERTIFIED MAIL

American Casualty Company
607 Washington St.
Reading, Pennsylvania

Gentlemen:

It is the intention of the State Highway Commission to release to A. L. Harding, Inc. a portion of the funds heretofore retained by the Commission on contract No. 5136, covering grading and oiling on the Horse Ranch-Fort Rock Section of the Fort Rock Road in Lake County.

This payment in the amount of $42,600.80 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,896.76. The present payment will be released on or after November 10, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Homer H. Smith Insurance Agency
324 North Church St.
Salem, Oregon

NOTED ON CARD

Form E-1—10M

S-3650
5136

CONSTRUCTION DIVISION
RECEIVED
OCT 20 1958
NOTED-- CE ACE ACE COE

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 18, 1958, 19

Section	Horse Ranch - Fort Rock	Kind of work	Grading & Oiling
Highway	Fort Rock Rd. County Lake	Section prefix	519-1029
Contractor	A.L. Harding, Inc.	Contract number	5136
Date of contract	March 6, 1958	Specified work days	100 (begin Mar. 17)
Date work started	March 3, 1958	Work days used	106
Project authorization	$ 117,295.90	Per cent of time elapsed	106 %
Exclusive of engineering	$ 109,140.64		

~~Estimated~~ cost of completed project, exclusive of engineering . . . $ 97,486.28

~~Estimated~~ per cent ~~overrun~~ or underrun . . . 6.58 %

Per cent of contract completed, based on total contract price . . . 100.00 %

Engineering authorization . . . $ 8,355.20

Engineering cost to date $ 9,000.00, ~~8,799~~ 104.87

Date project was completed October 4, 1958, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Grading equipment for this project began arriving on March 3.

Grading and clearing and placing of drainage pipes continued and completed by April 9. Placing of the base surfacing course continued from that time until June 20. (During the time from May 8 to May 18 the project work was halted by the construction laborer's strike.)

Setting up of the crusher started on April 8 and was completed ~~June~~ April 28Th Crushing work completed on June 14.

No work from June 20 until September 15 as the sub-contractor was on another job and the Teamsters and Engineer's strike halted work from July 10 until August 18.

Placing of the leveling course started on Sept 15 and was completed on September 20. Placing of the specified O-11 oil mat started on Sept 24 and was completed on Oct 4. Maintenance and final cleaup on Oct 7,1958. Semi-final estimate submitted to the Division office on October 14,1958

FINAL REPORT

Noted
A. N. Juve

Signed A A Fossen
A.A. Fossen Res. Eng'r
Address Box 151 Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.38	6.38		6.38	
Miles partially completed					
Miles completed	6.38	6.38		6.38	
Total estimated quantities (contract)	57,000	52,250		486 ton 4,440 C.Y.	
Total quantities corrected to date	54,099	49,180		455 ton 4,588 C.Y.	
Estimated quantities moved or placed to date	54,099	49,180		455 ton 4,588 C.Y.	
Average daily quantities (34 days)	1,588	1,004	(49 days)	56 574	(8 days)
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear & warm		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

NOTED
V. R. JONES

October 15, 1958

NOTED
Harold C. Ayers

Lake County Court
Courthouse
Lakeview, Oregon

John [illegible]

NOTED
JOHN D. GRAHAM

Gentlemen:

This is to advise you that work on Contract No. 5136, Horse Ranch-Fort Rock Section of FAS 414 was completed on October 4, 1958.

Under the terms of the agreement signed by the Court on February 10 and by the Highway Commission on February 18, 1958, the County assumed maintenance of and jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

JDG:mm

NOTED
C. G. SWENSON

RECEIVED
OCT 14 1958
FOR FILING
S-365(1)
5136

October 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 4, 1958, on Contract No. 5136, Horse Ranch-Fort Rock Section, in Lake County, in connection with Federal Aid Project No. S-365(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

cc: Clarence G. Swanson

FORM E-123 5M 4-58

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER

FORREST COOPER
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

NOTED
Harold C. Ayers

June 30, 1958

Lake County Court
Lakeview, Oregon

IN REPLY PLEASE REFER TO
File No. 27571, Oregon 05979
Horse Ranch-Fort Rock Section
Fort Rock County Road
Lake County

NOTED
John F. Hagemann

COPY

Gentlemen:

Enclosed you will find two copies of the Land Office Decision of June 18, 1958, approving our application for right of way and material source for the Horse Ranch-Fort Rock Section of the Fort Rock County Road in Lake County. Please note the additional stipulations regarding fencing and cattleguards. Since the right of way permit was acquired for the benefit of the County, and since it is a County road, it is considered the County's obligation to do the fencing, and arrange for the cattleguards. Please advise.

You will note that the E½SE¼SE¼ of Section 32, T. 25 S., R. 14 E., in the town of Fort Rock, is patented. When our attention was called to the buildings that would be within the 400-foot right of way in the community of Fort Rock, we revised our application with the Bureau of Land Management to: "30 feet on each side of the center line, through Fort Rock and its suburbs."

If there is any objection to the terms of this Decision, an Appeal should be entered with the Portland Land Office within thirty days after the date of this Decision.

Very truly yours,

EARL F. SALING
Right of Way Office Manager

EFS:wo
Enc. 2 copies Decision
2 prints, 1 copy letter
cc: County of Lake
cc: City-County Relations Engineer
with 1 print of map & 1 copy decision
cc: Div. Engr. Dean Swift with 1 print
and 1 copy decision
cc: E. A. Pease with 1 print
and 1 copy decision
cc: S. N. Mayhew

RECEIVED
JUL 1 1958
ENGINEER
COUNTY [illegible] RELATIONS

C O P Y

File 27571
IN REPLY REFER TO:
PLO:B
Oregon 05979
R/W & Material
Site

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
809 N. E. 6th Avenue
Portland 12, Oregon

Jun 18 1958

DECISION

Oregon State Highway Department
Salem
Oregon

Oregon 05979
Highway Right-of-Way and
Material Site
Date Map Filed: January 13, 1958

Highway Right-of-Way Approved
Use of Material Site Permitted

The application and map filed by the above named State on behalf of the County of Lake for a highway right-of-way over public lands and for use of lands, also shown on the map, as a source of material in connection with a Federal Aid Highway Project under Section 17 of the Federal Highway Act of November 9, 1921 (42 Stat. 216: 23 U.S.C. Sec. 18) have been examined and found to conform to the regulations. The Public Roads Administration has determined that the land is necessary for the purpose specified in the act.

Pursuant to the above mentioned act and the regulations thereunder (43 CFR 244.54 - 244.56) the right-of-way over the public lands as shown on the above mentioned map and described herein is approved, and permission is also given to the State to use as a source of road building materials the land so indicated on the map and described herein, subject to all valid existing rights, but reserving rights-of-way for ditches and canals constructed under authority of the United States, and to the stipulation that the State shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and shall require an identical provision to be included in all contracts.

Description of Land Involved

T. 25 S., R. 13 E., W.M., Oregon
  Sec. 33: SE¼SW¼, S½SE¼
  Sec. 34: SW¼, N½SE¼
  Sec. 35: N½S½
  Sec. 36: SW¼, S½SE¼

T. 25 S., R. 14 E., W.M., Oregon
  Sec. 31: S½S½
  Sec. 32: S½SW¼, SW¼SE¼, W½SE¼SE¼

T. 26 S., R. 13 E., W.M., Oregon
  Sec. 3: Lots 2, 3, 4
  Sec. 4: Lots 1, 2

T. 26 S., R. 14 E., W. M., Oregon
Sec. 4: Lots 1, 2, 3, 4
Sec. 5: Lots 1, 2*, 3, 4
(*Material site in Lot 2)
Sec. 6: Lot 1

The highway right-of-way is further subject to the stipulation, marked Exhibit A attached hereto and made a part hereof, as to fencing and cattleguards to be constructed and maintained by the State.

The material site permit is further subject to (1) the stipulation in the record as to leasable minerals in the lands and (2) the express condition that the material taken from the lands shall be restricted in their use to the Federal Aid Highways.

Virgil O. Seiser /s/
Manager

Attach: Exhibit A

EXHIBIT A

Oregon 05979

Right-of-Way and Material Site

Additional Stipulations

I. Fencing

1. Fences are to be constructed and maintained by the State at no expense to the United States on right-of-way boundary on the north side of the proposed road from Fremont Highway Station 6098 + 7470 (or the extreme west end of the proposed road in Lot 1, Sec. 4, T. 26 S., R. 13 E., W.M.) to a point described as being approximately 350' due west of the northeast section corner of Sec. 4, T. 26 S., R. 14 E., W.M., and on the northern right-of-way boundary (see the enclosed road plan showing fence location) a total distance of 6.7 miles of new fence construction. Specifications are as follows:

(a) The fence will be constructed using six and one-half (6½) ft. steel posts spaced 20 feet apart and six and one-half' (6½') treated wood posts for braces. Wire fence stays will be installed midway between the steel posts. The steel posts will be driven into the ground approximately 24 inches so that the soil plate is entirely beneath the surface of the ground and the wood posts will be set twenty-eight inches (28) in the ground. Braces will be placed at one-quarter mile (¼) intervals and braces or rock jack will be placed at all corners, bends and gates. Each brace on straight-line fence will consist of two (2) wood posts, a horizontal wood member and be supported by a four (4) strand twisted wire diagonal across the brace to pull against the stretch of the fence wire. At corners, bends and gates, the brace will consist of three (3) posts braced in both directions of the fence line. The first two (2) braced as described above, and a diagonal brace between the second (2nd) and third (3rd) post.

(b) Four strands of barbed wire will be used in construction of this fence. The bottom wire will be placed 16 inches above the ground, the second wire 12 inches above the bottom wire, the third wire 10 inches above the second wire and the fourth wire 12 inches above the third wire and approximately 4 inches below the top of the posts. All wires will be firmly stapled to wood posts or clamped to steel posts. Depression weights will be placed on fence at draw or gully crossings as required to secure the fence in place.

(c) Wire gates will be constructed at a minimum of one per mile at the locations shown on the attached road plan showing gate, fence, and cattleguard location. A minimum of nine (9) gates and sixteen (16) feet wide will be required.

2. Cattleguards.

1. Cattleguards are to be constructed and maintained by the State at no expense to the United States at the following locations: (see attached road plan)

a. Across proposed road

1. Approximately 350 feet west of NE section corner of Sec. 4, T. 26 S., R. 14 E., W.M.

2. On section line between sections 34, 35, T. 25 S., R. 13 E., W.M., on proposed road intersection.

3. Approximately 300 feet west of the section line between sections 33, 34, T. 25 S., R. 13 E., W.M., on proposed road intersection.

The above three (3) cattleguards will be standard painted grill cattleguards under the standard now being used by the State of Oregon. Adequate fence should be constructed from the cattleguards to present and proposed fence under "A" above to render said cattleguards effective.

b. Across the Fremont County road north of the proposed road and on the north right-of-way on the section line between sections 33 and 34 T. 25 S., R. 13 E., W.M. This cattleguard should be a heavy duty metal guard 14' x 8' placed on a concrete base with metal wings.

The above fencing and cattleguard construction should meet with the approval of the District Manager.

RECEIVED
JUN .. 1958
FOR FILING

Monthly Transaction No. 672	Fo .-2 (5-..-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
Project Report No. S-365(1) 4	**FEDERAL-AID PROJECT AGREEMENT** 6-23-58	County Lake
		Project No. S-365(1)

5156

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Horse Ranch-Fort Rock Section of the Fort Rock Road (FAS Route 414 and a County Road).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	1/3/58	6.4
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 114,885.00	Federal funds $ 68,400.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Mx McAvoy
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer June 23, 1958

RECOMMENDED FOR APPROVAL
STATE HIGHWAY ENGINEER

USComm-DC 11169

June 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Horse Ranch - Fort Rock Section, Project No. S-365(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RHC:mm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Horse Ranch - Fort Rock Section
Fort Rock Road
Lake County

NATURE OF WORK:

Grade and Oil Mat Surfacing

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5136 A. L. Harding, Inc. 3-6-58

DATE OF COMPLETION: 100 workdays from 3-17-58

REMARKS:

May 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Horse Ranch-Fort Rock Section, Project No. S-365(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HWG:ar

Oregon State Highway Department

Federal Aid
Project No. S-365(1)

HORSE RANCH-FORT ROCK SECTION OF THE FORT ROCK ROAD IN LAKE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code 5231
Roadway (Sta. 0+12 to Sta. 337+00)(Contract No. 5136)

Clearing and Grubbing	All	Required		$ 1,000.00
Drainage Excavation, Unclassified	80	cu.yds.	2.00	160.00
General Excavation, Unclassified	57,000	cu.yds.	.24	13,680.00
Short Overhaul	131,700	yd.sta.	.02	2,634.00
Long Overhaul	3,300	C-yd.sta.	.50	1,650.00
Finishing Roadbed and Slopes	6.38	miles	400.00	2,552.00
12-inch Corrugated Metal Pipe	260	lin.ft.	3.50	910.00
18-inch Corrugated Metal Pipe	340	lin.ft.	4.50	1,530.00
24-inch Corrugated Metal Pipe	60	lin.ft.	8.00	480.00
Selected Roadbed Topping	44,400	cu.yd.	.44	19,536.00
3/4" - 0 Material in Leveling Course	7,850	cu.yd.	2.00	15,700.00
Sprinkling	1,950	M-gal.	3.00	5,850.00
Preparation of Base	6.38	mile	60.00	382.80
3/4" - 0 Material in Binder Course	740	cu.yd.	3.20	2,368.00
Furnishing and Placing Aggregates	3,700	cu.yd.	3.40	12,580.00
RC-3 Asphalt	120	ton	47.00	5,640.00
120-150 Asphalt	280	ton	47.00	13,160.00
RS-1 Asphalt	86	ton	48.00	4,128.00
				$103,940.80
Flagging (57½% of Contractors Cost)	All	Required		500.00
	Subtotal			$104,440.80
	10% Engr. & Cont.			10,444.08
	Total			$114,884.88

Length of Roadway. . . . . 6.380 miles
Cost of Roadway per mile $18,007.03

Federal Funds.	$ 68,400.00
State Funds.	22,800.00
County Funds	23,684.88
Total Cost	$114,884.88

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
Funds for Maint.: Chap. 529, laws, 1939

Note: Necessary funds have been deposited by Lake County with the Highway Department.

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 27 1958
FOR FILING

5136

Mar. 26, 1958

A. L. Harding, Inc.
P. O. Box 708
Stayton, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5136, awarded March 6, 1958, for grading and oiling on the Horse Ranch-Fort Rock Section of the Fort Rock Road in Lake County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

March 24, 1958

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two prints of an application map covering the right-of-way on the Horse Ranch-Fort Rock section of the Fort Rock Road, FAS 414.

The right-of-way width within Fort Rock has been reduced to thirty feet on each side of the center line. These maps are for your information and files.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

CGS:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM E-123X 50M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
1958
ENGINEER
COUNTY & CITY RELATIONS

March 20, 1958

Land Office
Bureau of Land Management
United States Dept. of the Interior
1001 N. E. Lloyd Blvd.
Portland 8, Oregon

File 27571, Oregon 05979
Horse Ranch-Fort Rock Section
Fort Rock Highway
Right of Way & Material Source

Attention: Virgil O. Seiser, Manager

Gentlemen:

Thank you for your letter of March 14, with which you returned one tracing showing right of way requested for the Fort Rock County Road. Inasmuch as you have several notations on this map, we are returning the trasing for your use.

We have corrected the center line of Section 32, and have added to the certificate as follows: "I hereby certify that the following described lands are, as of this date, unpatented Federal lands, except patented land in the E½SE¼SE¼, Section 32, T. 25 S., R. 14 E." Enclosed are two prints of the corrected tracing.

When we filed this application, we were aware that a portion of the SE¼SE¼ of Section 32, T. 25 S., R. 14 E., was set aside for the school district. Therefore, our 200-foot right of way was drawn to the edge of the patented land. We are sorry that we failed to mention this in our letter of application.

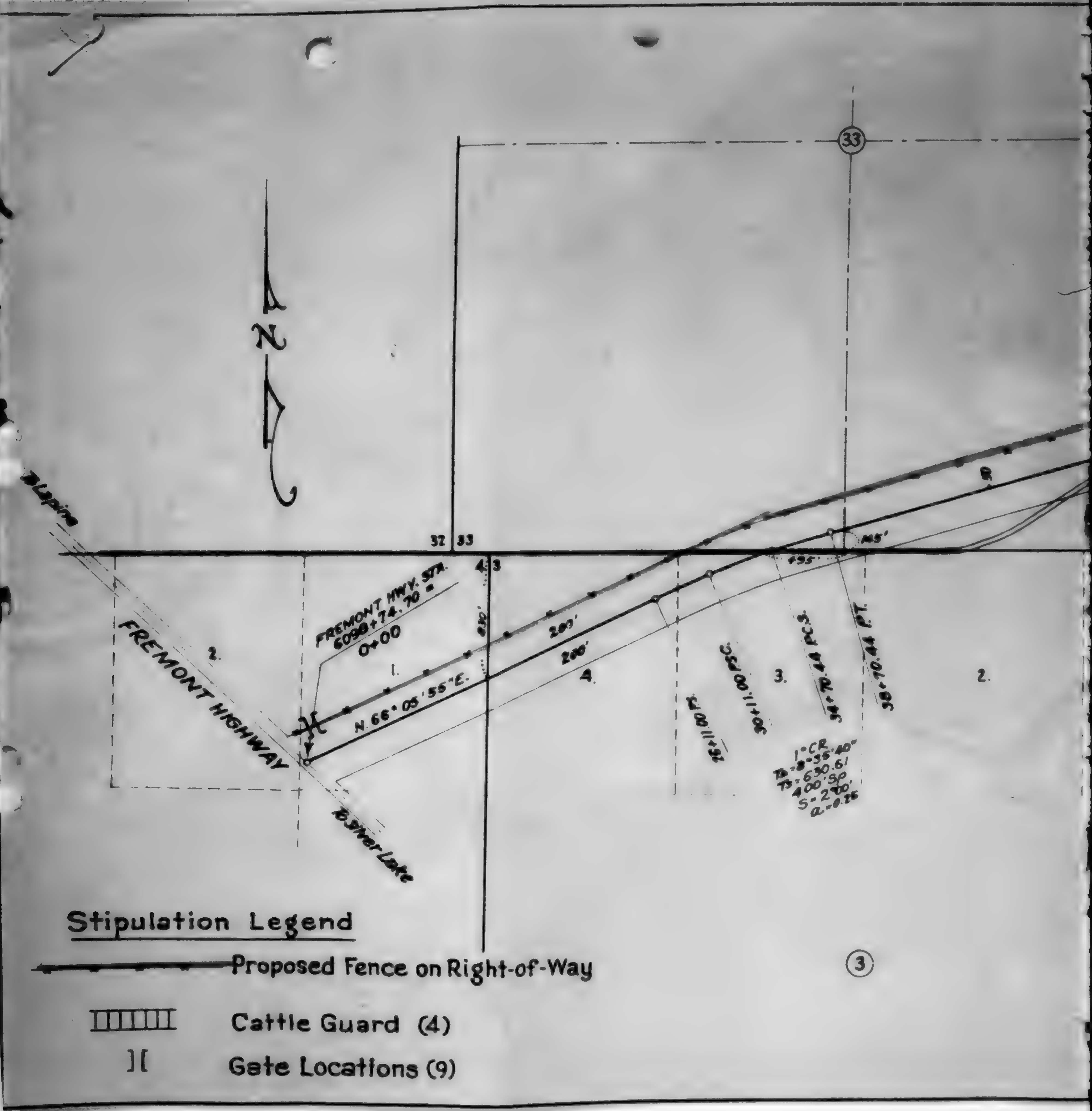
Also enclosed is a print of a section of our right of way map, with notations as to the community of Fort Rock. Please note the two houses, which seem to be located within the 200-foot right of way: one in the SW¼SE¼SE¼, Section 32, T. 25 S., R. 14 E., and one in Lot 1, Section 4, T. 26 S., R. 14 E. From your notations on the tracing, we presume these houses are located on lands covered by Special Land Use Permits. Therefore, we have secured permission from Lake County through the State Highway Department's City-County Relations Engineer, to reduce the right of way to 30 feet on each side of the center line, through Fort Rock and its suburbs. Will you please revise our application of January 10, 1958, to show this reduction? Thank you.

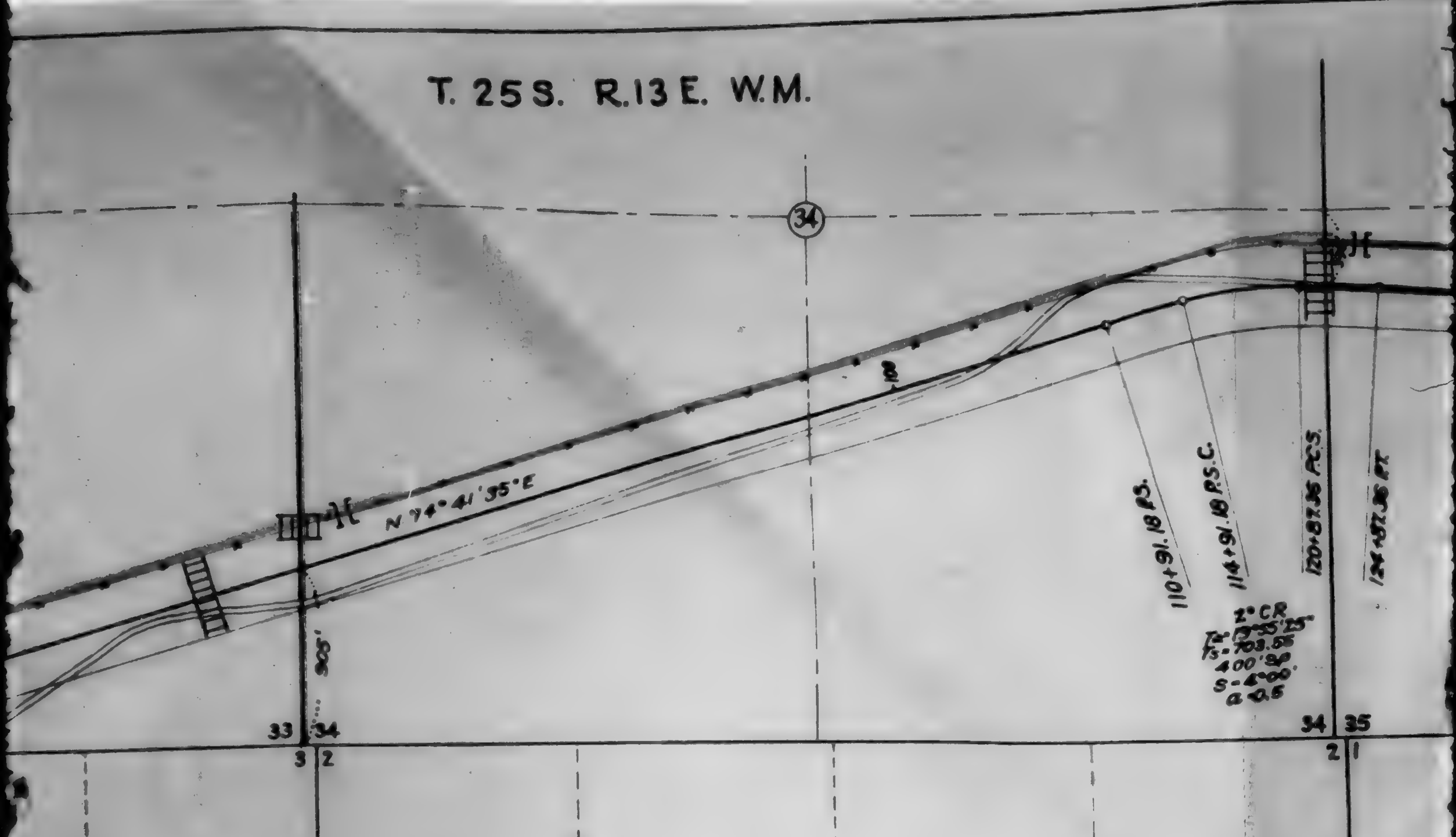
Very truly yours,

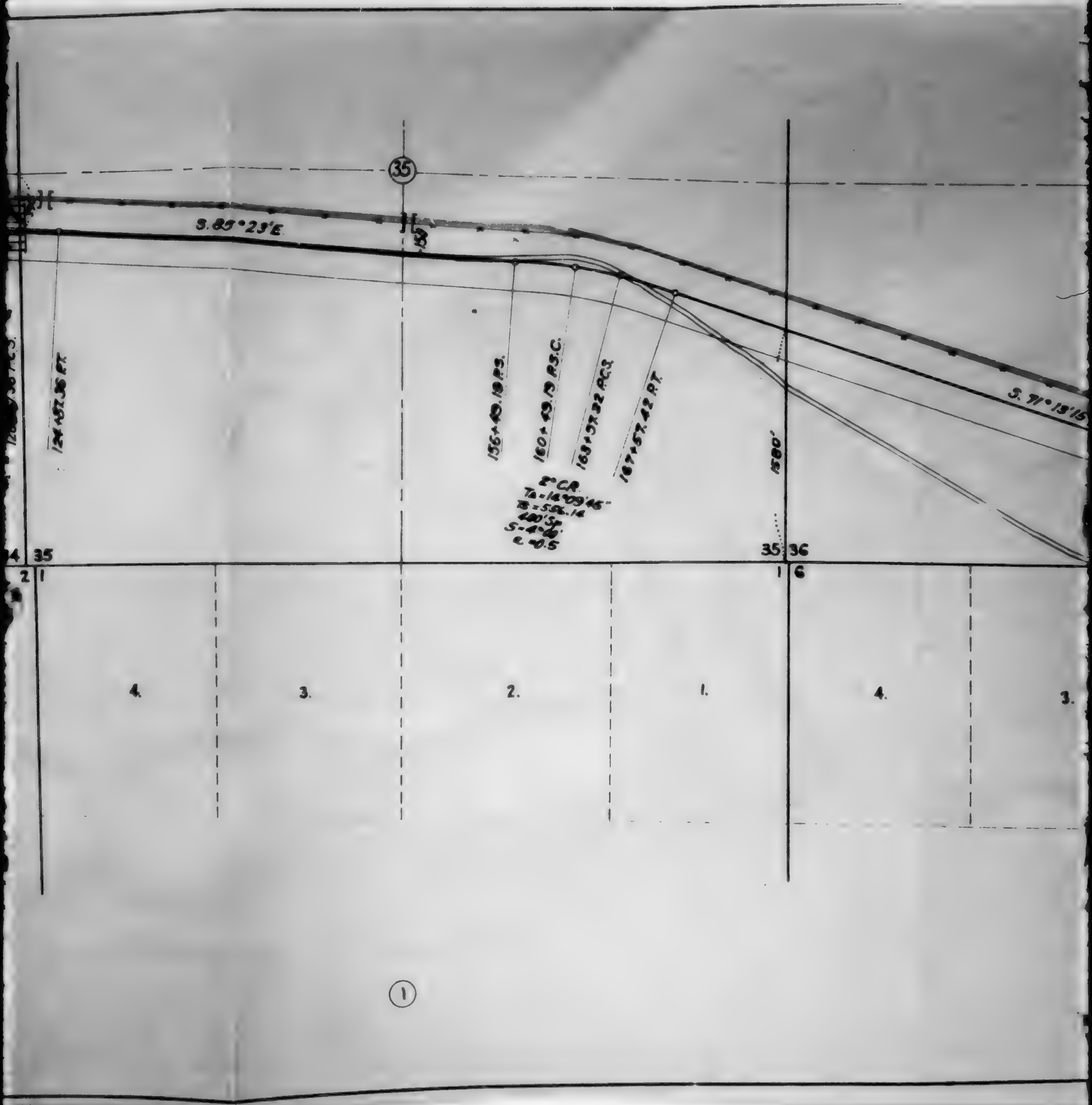
G. E. ROHDE
Assistant Counsel

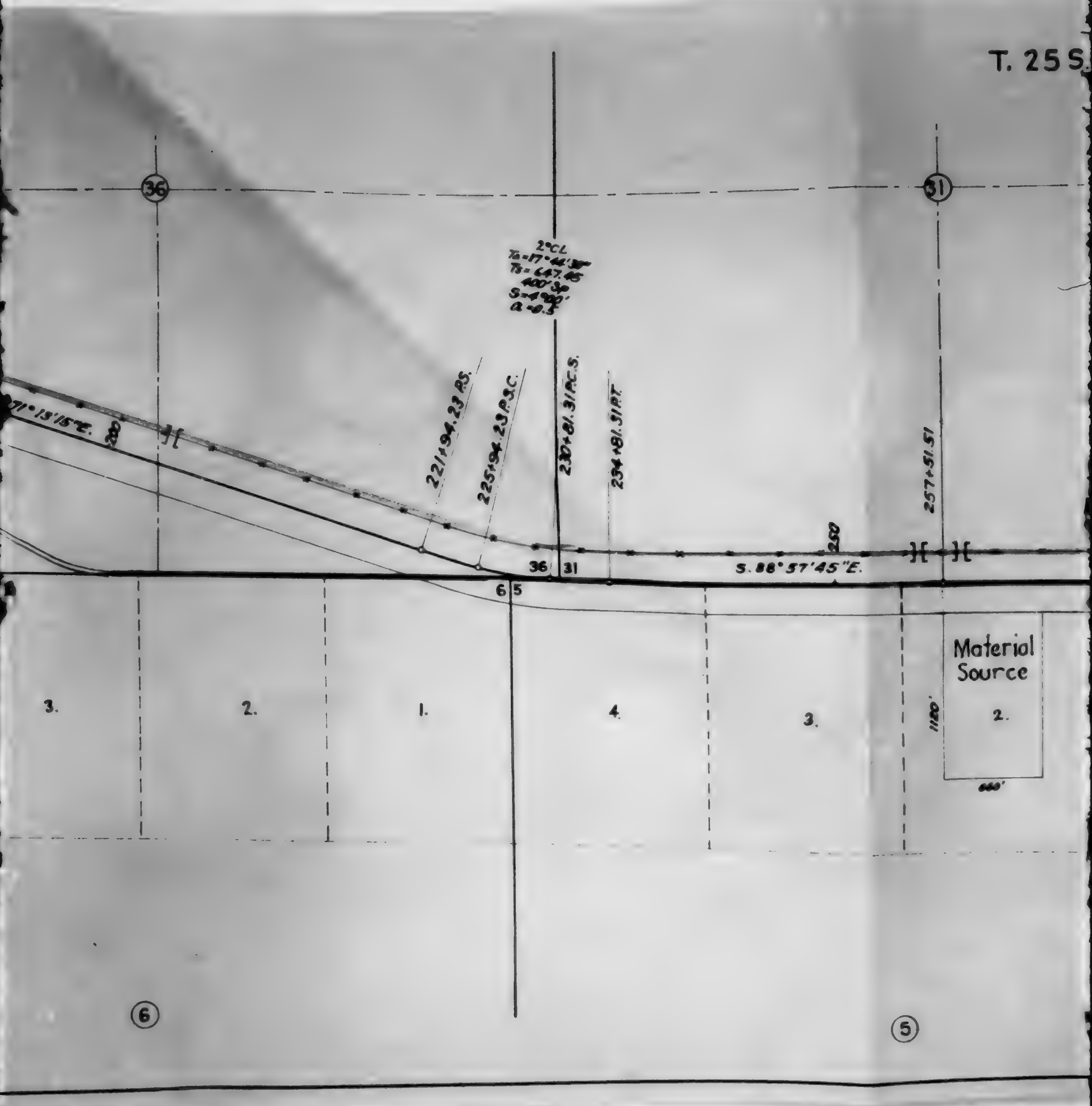
RFS:wo
Encls. 2 prints 10C-31-4,
1 print section r/w map
cc: Dean Swift, with 1 print
of 10C-31-4
cc: City-County Relations
(With 2 prints)

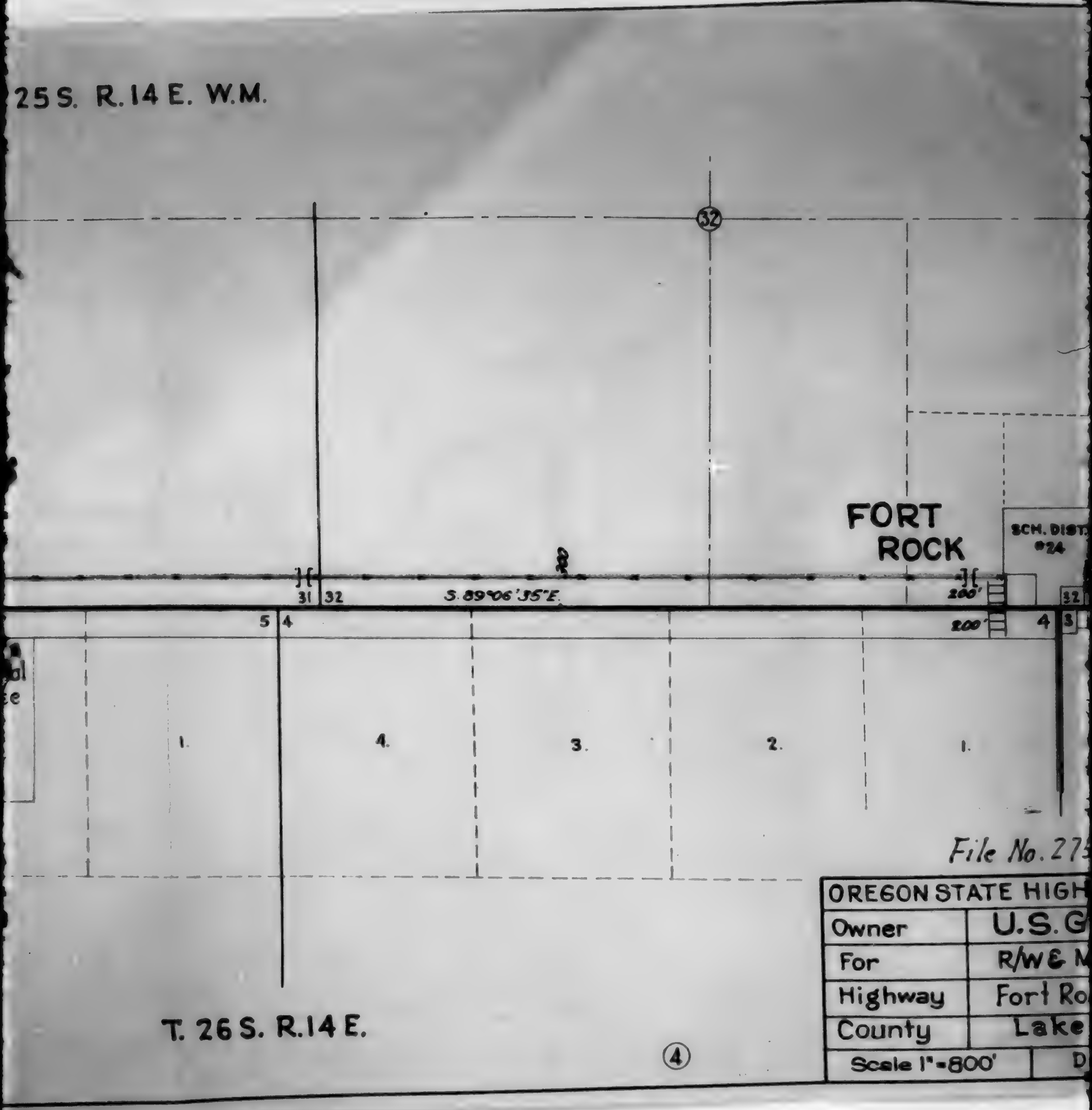
NOTED


N
To Lapine
FREMONT HIGHWAY
To Silver Lake
32
33
4
3
(33)
FREMONT HWY. STA.
6098+74.70 =
0+00
1.
2.
3.
4.
2.
830'
200'
200'
N. 66° 05' 55" E.
R
495'
145'
25+11.00 P.S.
30+11.00 P.S.C.
34+70.44 P.C.S.
38+70.44 P.T.
1° CR.
Δ = 8°35'40"
Ts = 630.61
400' Sp.
S = 2.00'
a = 0.25
(3)
Stipulation Legend
Proposed Fence on Right-of-Way
Cattle Guard (4)
Gate Locations (9)


T. 25 S. R. 13 E. W.M.
34
N 74° 41' 35" E
8
905'
33
34
3
2
110+91.18 P.S.
114+91.18 P.S.C.
120+87.36 P.C.S.
124+87.36 P.T.
2° CR
Tc= 13°55'25"
Ts= 703.55
400'.90
S= 4°00'
a=0.5
34
35
2
1
1.
4.
3.
2.
1.
2
T. 26 S. R. 13 E.


35
S. 85° 23' E.
124+57.36 P.T.
156+40.19 P.S.
160+43.19 P.S.C.
163+57.32 P.C.S.
167+57.42 P.T.
2° C.R.
Ta = 14°09'45"
T = 556.14
400' S.
S = 4°00'
e = 0.5
S. 71° 13' 15"
1580'
34
35
2
1
35
36
1
6
4.
3.
2.
1.
4.
3.
1


T. 25 S.
36
31
2°CL
Ta=17°44'30"
Ts=647.45
400' Sp
S=4°00'
a=0.3
N. 71° 13' 15" E.
200
221+94.23 P.S.
225+94.23 P.S.C.
230+81.31 P.C.S.
234+81.31 P.T.
257+51.51
250
36
31
6
5
S. 88° 57' 45" E.
3.
2.
1.
4.
3.
Material Source
2.
1120'
660'
6
5



File No. 27

OREGON STATE HIGH	
Owner	U.S.G
For	R/W & M
Highway	Fort Ro
County	Lake
Scale 1"=800'	D

STATE OF OREGON)
) ss.
County of Marion)

I, W. C. Williams, being duly sworn, state that I am the chief engi
for the OREGON STATE HIGHWAY COMMISSION, hereinafter designated the "ap
that the survey of the right of way of the Fort Rock County Road, from
Ranch to Fort Rock, a distance of 6.7 miles, was made under my directio
chief engineer of the applicant, commencing on the 1st day of August, 1
and ending on the 5th day of September, 1957, and that such survey is a
represented on this map.

OREGON STATE HIGHWAY COMMISSION, Ap
By
W. C. Williams, Chief Engineer

Sworn and subscribed to before me this 10th day of January, 195

H. Bernard Glaisyer
Notary Public for Oregon
My Commission expires February 14,

I, H. B. Glaisyer, do hereby certify that I am the secretary of the
OREGON STATE HIGHWAY COMMISSION, hereinafter designated the "applicant"
that W. C. Williams, who subscribed the foregoing affidavit, is the chi
engineer for the applicant; that the survey of the right of way of the
Fort Rock County Road, as accurately represented on this map, was made
behalf of the County of Lake; that such survey was approved by the Coun
of Lake on the 19th day of November, 1957, as the approximate final loc
of the right of way from Horse Ranch to Fort Rock, a distance of 6.7 mi
and that the map has been prepared to be filed for the approval of the
Secretary of the Interior, in order that the applicant may obtain the
benefits of the Federal Aid Highway Act of November 9, 1921 (42 Stat. 2
U.S.C. sec. 18).

OREGON STATE HIGHWAY COMMISSION, Ap
By H. B. Glaisyer
H. B. Glaisyer, Secretary

c No. 27571

TE HIGHWAY DEPARTMENT
U.S. Government
R/W & Material Source
Fort Rock County Road
Lake
Date: Jan. 1958

10C-31-4

·CERTIFICATE·

I hereby certify that the following described lands are, as of this date, unpatented Federal Lands; except patented land in the $E^{2}SE^{4}SE^{4}$, Sec. 32, T. 25S. R.14E., W.M.

T. 25 S.	R. 13 E., W.M.	Sec. 33 -	$SE^{4}SW^{4}$, $SW^{4}SE^{4}$, $SE^{4}SE^{4}$
"	"	Sec. 34 -	$NW^{4}SW^{4}$, $NE^{4}SW^{4}$, $SW^{4}SW^{4}$ $SE^{4}SW^{4}$, $NW^{4}SE^{4}$, $NE^{4}SE^{4}$
"	"	Sec. 35 -	$NW^{4}SW^{4}$, $NE^{4}SW^{4}$, $NW^{4}SE^{4}$, $NE^{4}SE^{4}$
"	"	Sec. 36 -	$NW^{4}SW^{4}$, $NE^{4}SW^{4}$, $SW^{4}SW^{4}$, $SE^{4}SW^{4}$, $SW^{4}SE^{4}$, $SE^{4}SE^{4}$
T. 25 S.	R. 14 E., W.M.	Sec. 31 -	$SW^{4}SW^{4}$, $SE^{4}SW^{4}$, $SW^{4}SE^{4}$, $SE^{4}SE^{4}$
"	"	Sec. 32 -	$SW^{4}SW^{4}$, $SE^{4}SW^{4}$, $SW^{4}SE^{4}$, $W^{2}SE^{4}SE^{4}$
T. 26 S.	R. 13 E.	Sec. 3 -	Lots 2, 3, 4.
"	"	Sec. 4 -	Lots 1, 2
T. 26 S.	R. 14 E.	Sec. 4 -	Lots 1, 2, 3, 4
"	"	Sec. 5 -	Lots 1, 2, 3, 4
"	"	Sec. 6 -	Lot 1

Signed at Portland, Oregon this ___________ day of ___________, 1958.

____
Manager

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COMMISSION, Applicant

f Engineer

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Glaisyer

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February 14, 1959.

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COMMISSION, Applicant

isyer

cretary

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Salem, Oregon
March 19, 1958

Horse Ranch-Fort Rock Section
FAS 414, Lake County

Mr. Earl Saling
OFFICE

At the request of Lake County, please confine the right-of-way for the subject named project to 30 feet on each side of center line through Fort Rock and its suburbs.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

March 11, 1958

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
John F. Hagemann

NOTED
V. R. JONES

Gentlemen:

This is to acknowledge receipt of an advance deposit of $26,300 in connection with the Horse Ranch-Fort Rock Section of FAS 414. Contract No. 5136 has been awarded to A. L. Harding and a copy of the contract will be forwarded as soon as available.

I have made inquiries regarding the possibility of the State making a survey of the Adel-Nevada State line section and should be able to give you some definite information on this matter in the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

NOTED
JOHN D. GRAHAM

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

NOTED
C. G. SWENSON

Form A-100--10M--6-57

INVOICE

Oregon State Highway Department

SALEM, OREGON

NOTED
Harold C. Ayers

Lake County
Lakeview, Oregon

Invoice No. 54680

Date March 7, 1958

Your Req. No.

Billing Request No. cc 391

Credit Distribution. 519-1029-297

Advance Deposit	26,300.00
Partial transfer county's share total cost Horse Ranch-Fort Rock section, FAS 414, covered by agreement dated February, 1958.	20,300.00
To be retained	$6,000.00

NOTED
JOHN D [illegible]

NOTED
C. G. SWENSON

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $................

By ....

State Printing 4396

NOTED
Harold C. Ayers

Salem, Oregon
March 6, 1958

Advance Deposit
FAS 414, Lake County

Mr. S. H. Probert
OFFICE

NOTED
John F. [illegible]

We have received this date Lake County's advance deposit in the amount of $26,300 which represents the county's share in the total estimated cost of the Horse Ranch-Fort Rock section of FAS 414.

This project is now clear for award of a contract.

John D. Graham
Office Engr., County and City Relations

JDG:mm

cc: G. S. Paxson

Prefix 519-1029
Contract No. 5136

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

February 28, 1958

Lake County Court
Courthouse
Lakeview, Oregon

Gentlemen:

On February 27th a satisfactory bid was received from A. L. Harding of Stayton for construction of the Horse Ranch-Fort Rock section of FAS 414. As per the agreement between county and state, the following advance deposit is required prior to awarding of a contract:

Bid Items	$103,940.80	
Anticipated additional items		
Flagging	500.00	
12-1/2% Engring & contingencies	13,055.10	
ESTIMATED TOTAL COST.........	$117,495.90	
County Advance Deposit		
20% of $114,000............	$ 22,800.00	
100% of all over $114,000...	3,495.90	
TOTAL........................	$ 26,295.90	or say $26,300

Please make this deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $26,300, forwarding same to this office. Upon receipt of this deposit a contract will be awarded.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

NOTED
C. G. SWENSON

RECEIVED
MAR 7 - 1958
FOR FILING

FORM E-20X—37,000—8-57—1677

S-365 (1)

5136

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 6, 1958

SUBJECT: Advance Deposit
FAS 414, Lake County

To: Mr. S. H. Probert
OFFICE

We have received this date Lake County's advance deposit in the amount of $26,300 which represents the county's share in the total estimated cost of the Horse Ranch-Fort Rock section of FAS 414.

This project is now clear for award of a contract.

John D. Graham

John D. Graham
Office Engr., County and City Relations

JDG:mm

cc: G. S. Paxson

NOTED

RECEIVED
MAR 6 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 18 1958
FOR FILING

2365(1)

5136

March 6, 1958

A. L. Harding, Inc.
P. O. Box 708
Stayton, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, accepted your proposal for grading and oiling on the Horse Ranch-Fort Rock Section of the Fort Rock Road in Lake County for the sum of $103,940.80 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5136.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 6, 1958

A. L. Harding, Inc.
Stayton
Oregon

Gentlemen:

Contract for Horse Ranch-Fort Rock Section of Fort Rock Road, Lake County, for which you submitted low bid on February 27, 1958, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
Files
C. W. Head

file

RECEIVED
FEB 25 1958
FOR FILING

[illegible]

5136

[illegible] #182
[illegible]

Salem, Oregon
February 24, 1958

FAS Project Agreement
FAS 414, Lake County

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached for further handling are four certified copiesof a maintenance agreement and one conformed copy of a finance agreement covering the Horse Ranch-Fort Rock Section of FAS 414 in Lake County.

A fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Lake County.

Secretary

rn
Attach: 5

FORM E30—30M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 13, 1958

SUBJECT: FAS Project Agreements
FAS 414, Lake County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Horse Ranch-Fort Rock Section of FAS 414 in Lake County.

Two copies of the agreement have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on October 31, 1957.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
ASST STATE HIGHWAY ENGINEER
Date Feb 14, 1958

RECEIVED
FEB 14 1958
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE October 31, 1957 — agenda item 4-C-2 - see pages 35 and 36 of the minutes.
Secretary

RECEIVED
FEB 25 1958
FOR FILING
J-362(1)
5136

February 24, 1958

County Court of Lake County
Court House
Lakeview, Oregon

Gentlemen:

We are enclosing for the record and files of Lake County one fully executed copy each of a maintenance agreement and finance agreement between the State Highway Commission and Lake County covering the Horse Ranch-Fort Rock Section of FAS 414 in Lake County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

February 6, 1958

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two copies each of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the Horse Ranch-Fort Rock Section of FAS 414 upon which bids will be received February 27th.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature.

The set of plans and specifications are for your information and records.

If satisfactory, please sign, have the county clerk attest with seal, and return all copies of each agreement and five copies of the resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in this office prior to February 21.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County & City Relations

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

JFH:mm
Encl.

NOTED
Harold C. Ayers

January 13, 1958

NOTED
V. R. JONES

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed is a copy of a letter from our right-of-way division making application to the Federal Bureau of Land Management for right-of-way in connection with the Horse Ranch-Fort Rock section of FAS 414.

This application is being made in behalf of Lake County in accordance with federal regulations. No action is required from the county and the enclosures are for your information and records only.

It is presently planned to accept bids on this project at the February 27-28 Highway Commission meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engineer, County & City Relations

JFH:mm
Encl.

NOTED
C. G. SWENSON

NOTED
JOHN D GRAHAM

COPY

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

FAS 414
Lake Co

City-Co. [illegible]

January 10, 1958

Land Office
Bureau of Land Management
United States Dept. of the Interior
1001 N. E. Lloyd Blvd.
Portland 8, Oregon

File 27571, Right of Way and Material Source
Horse Ranch-Fort Rock Section
Fort Rock County Road, Lake County

Attention: Virgil O. Seiser, Manager

Gentlemen:

Enclosed are two identical tracings and four copies thereof, showing a 400-foot right of way desired by the State of Oregon, by and through its State Highway Commission, in

T. 25 S., R. 13 E., W. M.,
  sec. 33, SE¼SW¼, SW¼SE¼, SE¼SE¼;
  sec. 34, NW¼SW¼, NE¼SW¼, SW¼SW¼,
    SE¼SW¼, NW¼SE¼, NE¼SE¼;
  sec. 35, NW¼SW¼, NE¼SW¼, NW¼SE¼, NE¼SE¼;
  sec. 36, NW¼SW¼, NE¼SW¼, SW¼SW¼,
    SE¼SW¼, SW¼SE¼, SE¼SE¼;
T. 25 S., R. 14 E., W. M.,
  sec. 31, SW¼SW¼, SE¼SW¼,
    SW¼SE¼, SE¼SE¼;
  sec. 32, SW¼SW¼, SE¼SW¼,
    SW¼SE¼, SE¼SE¼;
T. 26 S., R. 13 E., W. M.,
  sec. 3, Lots 2, 3, 4
  sec. 4, Lots 1, 2
T. 26 S., R. 14 E., W. M.,
  sec. 4, Lots 1, 2, 3, 4
  sec. 5, Lots 1, 2, 3, 4
  sec. 6, Lot 1

and a source of material in Lot 2, Section 5, T. 26 S., R. 14 E., for the Horse Ranch-Fort Rock Section of the Fort Rock County Road, Oregon Federal Aid Secondary 414, Project S-365. There are also enclosed three copies each of stipulations regarding non-discrimination and leasable minerals.

The State of Oregon, by and through its State Highway Commission, hereby makes application for this land under Section 17 of the Federal Highway Act of November 9, 1921 (42 Stat. 216; 23 U.S.C. sec. 18). In accordance with the regulations under Title 43 (part 244.55), the State of Oregon is making this application on behalf of the County of Lake.

We understand there is no merchantable timber on the above-described land.

When you have determined that the above-described land is unpatented public domain, will you please sign the certificate on the map and return one approved print to this office. We will expect your decision when the necessary field reports have been received in your office.

Yours very truly,

G. E. Rohde /s/

G. E. ROHDE
Assistant Counsel

EFS:wo
Enc. 2 cc letter, 2 tracings
4 prints, 3 cc 2 stips.
cc: Bureau of Public Roads (2)
2 prints, 2 cc stips.
cc: City-County Relations Eng.
1 print, 2 cc stips.
cc: Dean Swift with 2 prints

NOTED
John F. Hagemann

NOTED
V. R JONES

December 11, 1957

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
Harold C. Ayers

Gentlemen:

The Horse Ranch-Fort Rock Section of FAS 414 as located will follow a revised alignment from the junction with the Fremont Highway as shown colored in red on the enclosed map. This revision is to provide adequate sight distance at the junction and to improve the alignment.

As it represents a departure from the existing FAS route, a route revision must be submitted to the Bureau of Public Roads which has been done. To complete our files on this matter it would be appreciated if the Court will indicate approval by signing both copies of the enclosed map and returning one signed copy to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

MEMO TO J. W. NASH
12/10/57

FAS 414, LAKE COUNTY

TERMINI: From FAP Route 16 easterly to the east terminus of FAS 414 at Fort Rock. (Horse Ranch-Fort Rock Section)

PROPOSED WORK: Grade and drain; construct two-lane intermediate type surfacing.

PROJECT LENGTH: 6.39 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION:	$140,000	$68,400	$22,800	$48,800	(County)

(Federal funds limited by funds available to Lake County)

EXISTING FACILITY:
ROADWAY: 12' to 18' wide light cinder surface on 20' to 22' wide roadway. No substandard grade or alignment; however, sight distance at junction of FAP Route 16 is poor.
STRUCTURES: None.

ADJACENT SECTION:
WEST END: Junction FAP Route 16.
EAST END: End of FAS route at Fort Rock.

PROJECT DATA
ROADWAY: Grade and drain to an improved alignment, place base material and construct a type O-11 oil mat wearing surface 20' in width with 2' shoulders. Alignment revision moves junction with FAP 16 approximately 2000' southeast of present junction in order to provide adequate sight distance.
STRUCTURES: None.

ROW WIDTH: 60' minimum.
MINIMUM DESIGN STANDARDS: No exceptions.
ACCESS CONTROL: None.
RR XING: None.

SYSTEM ACTION: Map revision showing revised alignment has been submitted.

UNUSUAL OR COMPLICATED SITUATIONS: None.

FAS 414 serves the community of Fort Rock and the adjacent farming and cattle raising area. It is a mail and school bus route.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

NOTED
C. G. SWENSON

NOTED
JOHN D GRAHAM

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
December 10, 1957

Horse Ranch-Fort Rock Section
FAS 414, Lake County

Mr. Tom Edwards
OFFICE

NOTED
John F. Hagemann

The field data for the subject named project has been examined by this office and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

The county has requested that the item for rounding cutbanks be eliminated.

The county has total FAS funds in the amount of $114,000 available for this project and has agreed to pay all costs in excess of this amount. Please advise this office when the engineer's estimate is available.

The county has also requested that we accept bids for this project at the January letting if at all possible.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: V. G. O'Neil
Frank Hall

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

10-11-57

LAKE COUNTY
PROPOSED PROJECT (Revision)

On February 28, 1957, the Highway Commission approved the following projects for placing an oil mat wearing surface on the grade and base to be prepared by the County:

~~FAS 699~~ - Adel-Warner Lake Junction Section	$ 15,000
FAS 414 - Fort Rock Road Section	45,000
~~FAS 807~~ - Adel Junction-Plush Section	54,000
Total --	$114,000

The county has now requested that the projects on FAS 699 and 807 be canceled, the funds transferred to the Fort Rock Road Section of FAS 414, and the Fort Rock Road project be revised to include grading and base material as well as the oil mat wearing surface.

Since the initial programming of a total of $114,000, the actual apportionment of fiscal year 1959 funds has been made replacing the estimate that was being used in February of 1957. As a result, the total funds available to Lake County is $112,000 rather than $114,000.

(57-h)
10/11/57

RECEIVED
JUL 12 1957
FOR FILING

S-365(1)

5136

7-10-57

W. C. WILLIAMS

ADDEUNDUM "A"

LOCATION PROSPECTUS, HORSE RANCH-FORT ROCK SECTION, FORT ROCK COUNTY ROAD, LAKE COUNTY

The following addendum is submitted to revise the location prospectus concerning the above-mentioned section:

Paragraph 1: Sentence reading "The westerly terminus is at the junction with a county road in the town of Fort Rock.", change to read "The easterly terminus is at the junction with a county road in the town of Fort Rock."

Paragraphs 2 through 10: Correct as per original prospectus.

July 10, 1957

cc
W. C. Williams ✓
Forrest Cooper
G. S. Paxson
Tom Edwards
Dean Swift
H. S. Cox
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
Frank Hall
J. W. Nash
C. G. Polk
R. L. Porter
S. H. Probert
P. M. Stephenson
C. G. Swenson
G. L. Decker (2)

RECEIVED
JUL 11 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 9 1957
FOR FILING

[illegible]

W. C. Williams

LOCATION PROSPECTUS FOR HORSE RANCH-FORT ROCK SECTION
FORT ROCK COUNTY ROAD, LAKE COUNTY

The following prospectus is submitted regarding the Horse Ranch-Fort Rock Section of the Fort Rock County Road in Lake County. The westerly terminus is at the junction with the Fremont Highway at Mile Point 29.3. The westerly terminus is at the junction with a county road in the town of Fort Rock. The overall length of the project is 6.7 miles.

This is to be a location survey to prepare grading plans for County Forces.

The general route was selected by Lake County. This being open, flat country, no reconnaissance was made. A soils analysis has been made. There are no special drainage problems. An economic analysis is not necessary.

The present ADT is 40 and the projected ADT is 100. This will be a modified Class "F-45" unrestricted highway with 6 percent maximum grade and 12° maximum curvature. The cross-section will be two 10-foot oiled lanes with 2-foot finished shoulders. The tentative base design as determined by G. L. Decker is:

Base Course	9"
3/4-0 Leveling Course	1½"
0-11 Oil Mat Wearing Course	1¼"

The estimated rise and fall is 100 feet and the central angle is approximately 100 degrees. There is no alignment of the existing road available for comparison.

Deviation from the standards set forth for this class of highway in Section 10 of the Oregon State Highway Department Technical Bulletin No. 19, Revised, is not anticipated.

This will be an unrestricted access type facility with no interchanges, no railroad crossings, and no river or stream crossings.

A quarry is available for materials. One mile of haul road will be necessary. Unlimited quantities of required materials are available.

Inasmuch as this is a Federal Aid Secondary project, an agreement with Lake County will be necessary. Old facilities will be abandoned.

There are no State parks in this vicinity.

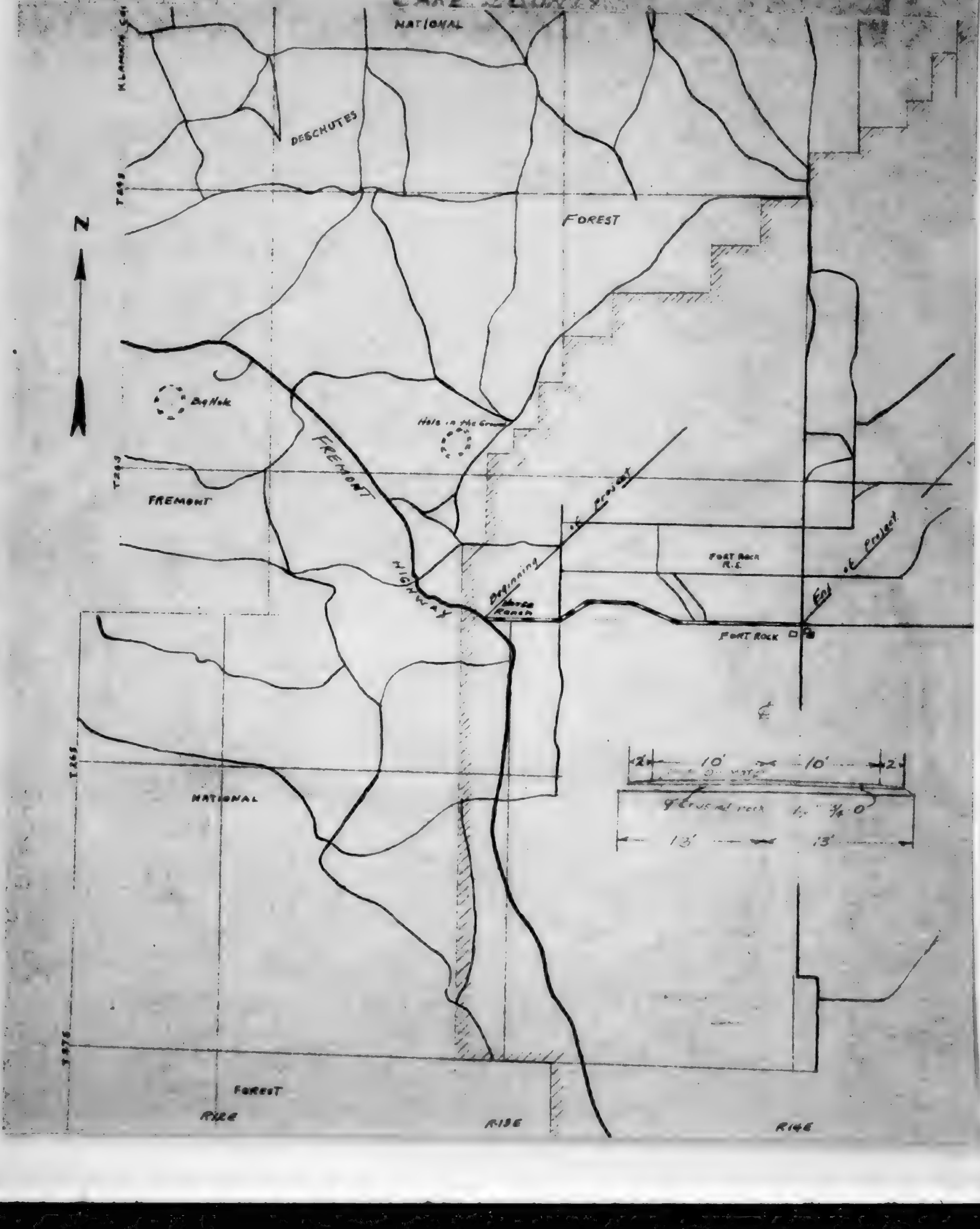
June 24, 1957

Attachment

cc
W. C. Williams ✓
Forrest Cooper
G. S. Paxson
Tom Edwards
Dean Swift
H. S. Cox
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
Frank Hall
J. W. Nash
C. G. Polk
R. L. Porter
S. H. Probert
P. M. Stephenson
C. G. Swenson
G. L. Decker (2)

RECEIVED
JUL 5 1957
OFFICE OF
STATE HIGHWAY ENGINEER

PROSPECTUS MAP
HORSE RANCH-FORT ROCK
LAKE COUNTY



NOTED
V. R. JONES

May 20, 1957

Hon. C. H. Langslet
Lake County Judge
Courthouse
Lakeview, Oregon

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Dear Judge Langslet:

This is to acknowledge your letter in which you requested the state to do the preliminary engineering on the Fort Rock Road project, FAS 414.

Mr. Dean Swift has advised me the survey will be started on this project about the middle of June.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

CGS:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

Salem, Oregon
May 2, 1957

Preliminary Engineering on
Fort Rock Road Project
Lake County, FAS 414

Mr. G. S. Paxson
OFFICE

The above named project, together with two others of the same nature, was approved by the Highway Commission on February 28, 1957, and consisted of construction of a 20-foot O-11 oil mat with 2-foot shoulders on approximately 6.7 miles of roadway. At the time these projects were discussed with the County Court, the Court elected to do the preliminary engineering work, grade, and place the rock base, so no request for a survey was made. The county has now found that preliminary engineering for all projects together with construction work to be done by the county is more than can be conveniently handled by the county and has requested that the state do the preliminary engineering for the Fort Rock Road project only.

Attached is a suggested letter to the Construction Division requesting that a survey order be prepared accordingly.

Mr. Swift, Division Engineer, has indicated that he has a survey crew available to do this work.

C. G. Swenson
Acting Engr., County & City Relations

CGS:mm
Att.

NOTED
G. SWENSON

C. H. LANGSLET
COUNTY JUDGE
C. W. OGLE
COMMISSIONER
E. M. CARLON
COMMISSIONER
ZANE GRAY
CLERK
THOMAS S. ELLIOTT
SHERIFF

LAKE COUNTY
STATE OF OREGON
LAKEVIEW, OREGON

H. M. LANGSLET
ASSESSOR
HARVEY S. SANDERS
TREASURER
ANNE SPRAGUE
SCHOOL SUPT.
EVERETT OSTERMAN
CORONER

April 30, 1957

Oregon State Highway Engineer
Salem, Oregon.

Attention: Mr. Swenson,
County and City Relations Engineer.

Dear Sir:

We are herewith making a formal request for the State to make the survey from the highway to Fort Rock, same being designated as F.A.S. project No. 414.

We would like to have this survey made as soon as possible as we expect to let the grading out on contract in order to save all our F.A.S. money for the surfacing and oiling.

I would appreciate being advised as the about when the survey could be started.

Very truly yours,

C.H.Langslet
C. H. Langslet
County Judge

CHL/mel

RECEIVED
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MAY 1 1957
OREGON
STATE HIGHWAY COMMISSION

R

RECEIVED
MAY 16 1957
FOR FILING

S-3500

5136

Salem, Oregon
May 2, 1957

Survey Order on Fort Rock Road Project,
Lake County, FAS 414

Mr. Tom Edwards
OFFICE

The above named project was approved by the State Highway Commission on February 28, 1957. At that time the County Court had elected to do the preliminary engineering and no request for a survey was made. The County Court has now requested that the State do the preliminary engineering and it is requested that a survey order covering the work be prepared and the preliminary engineering work be done in the normal manner.

G. S. Paxson
Assistant State Highway Engineer

CGS:mm

cc: C. G. Swenson

NOTED
Harold C. Ayers

April 17, 1957

Mr. J. Lester White
Lake County Road Supervisor
Courthouse
Lakeview, Oregon

NOTED
John F. Hagemann

Dear Sir:

At the time the Lake County FAS projects were discussed, contracting dates for the individual oiling projects were not set up. These contracting dates will, of course, be dependent upon the county's construction schedule for the preliminary grading and placing of base rock.

To aid us in setting up our contract schedule it would be appreciated if you could advise of the approximate dates the county anticipates the grading and basing of the following sections will be completed.

1. FAS 699, Adel-Warner Lake Junction, 2.2 miles.
2. FAS 414, Fort Rock Road Section, 6.7 miles.
3. FAS 807, Adel Junction-Plush Section (12 Mile Ridge Road), approximately 8 miles.

There is no objection to scheduling the FAS projects for oiling any of these sections for 1958 or later; however, if you plan to have any section ready for oiling this year we should be so advised.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Acting Engr., County and City Relations

CGS/JH:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

LAKE COUNTY
PROPOSED PROJECTS

FAS 699, Adel-Warner Lake Junction Section, Approximately 2.2 Miles, $15,000. This section extends from the junction of FAS 699 with FAS 406 (Warner State Highway) at Adel, southwesterly to a county road junction (end of FAS 699) approximately 2.2 miles southwest of Adel.

The proposed project is to construct a type O-11 oil mat wearing surface 20' in width with 2' shoulders using county furnished aggregate.

FAS 414, Fort Rock Road Section, Approximately 6.7 Miles, $45,000. This section extends from the junction of FAS 414 with the Fremont Highway (FAP Route 16), easterly to a county road junction at Fort Rock.

The proposed project is the same as that for FAS 699.

FAS 807, Adel Junction-Plush Section, Approximately 8 Miles, $54,000. This section extends from the junction of FAS 807 with the Warner State Highway (FAS 406) approximately 12 miles west of Adel, northeasterly as far as available funds will permit.

The proposed project is the same as that for FAS 699.

The county plans to do the preliminary engineering based on our base design and standards, construct the grade, place base material through the leveling course, and stockpile oiling and shoulder aggregate. The FAS projects will be for placing oil mat and shoulder rock only. The state will make soil tests and furnish the county with a base design for each project and review the field data as furnished by the county.

Mr. J. Lester White, County Roadmaster, should be contacted relative to the above projects.

(57-b)
2/8/57

Hwy Comm approved 2/25/57

NOTED
V. R. JONES

ACG BND 144 9-28-56 950 AM

VERNE JONES
COUNTY AND CITY RELATIONS

BASE DESIGN FOR ESTIMATING PURPOSES ON THE HORSE RANCH- FORT ROCK FAS HXX JOB IN LAKE COUNTY WOULD BE 6 INCHES OF COARSE BZSE 2 INCHES LEVEL LIFT PLUS AN 9-1 XXX O-11 OILING

DEAN SWIFT

Fas 414
Lake Co

END/ BRD ACG

TTTTTVTTTMTO

NOTED
Ha[illegible]d C. Ayers

NOTED
J. W. CATTRALL

NOTED
V. NOTED
V. R. JONES

Salem, Oregon
September 5, 1956

Soil Analysis
FAS 414, Lake County
(Fort Rock Road)

Mr. Dean Swift, Division Engineer
Oregon State Highway Department
P. O. Box 151
Bend, Oregon

[illegible]

We would like to have a soil analysis of FAS 414, the Fort Rock Road, in order to obtain a preliminary surfacing design. Also, please secure samples from available sources to determine if there is suitable material for surfacing and oiling. While there is not an authorized FAS project for this road at the present time it is anticipated that one will be approved in the near future. The attached map shows the route and a possible gravel pit near the town of Fort Rock.

V. R. Jones
Field Engineer, County & City Relations

VRJ:mm
Att.

File FAS 414.

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

T

ACG BND 58 6-12-56 325 PM

VERN JONES - COUNTY AND CITY RELATIONS

THE FORT ROCK ROAD SHOULD JOIN THE RXX FREMONT HIGHWAT 0.4 MILE SOUTH OF HORSE RANCH FOR SIGHT DISTANCE THE REMAINDER SHOULD FOLLOW THE XXXXXX PRESENT ROAD IN GENERAL DUE TO SEVERAL HIGH ROCKY RIDGES DI DID YOU SEND ME THE MAPS ON THE ADELL LOCATION

[illegible] — Br. project + on FAS 699

DEAN SWIFT

END/ BRD R U RECG GA YES OK

414

RECEIVED
MAY 11 1960
FOR FILING

NOTED
I. C. WILLIAMS

STATE HIGHWAY ENGINEER

A

May 2, 1960

FINAL COST ANALYSIS

Grading

Thomas Creek-Cape Ferrelo
Contract No. 5137

Contractors: Darkenwald Const. Co. & Harms Bros
Resident Engineer: H. S. Cox

Oregon Coast Highway
Prefix 8-1027-201(41)

5124 B)

5137

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	54,489.00	130,772.01	130,772.01	54,489.00
Drainage Excavation	11,664	Cu. Yd.	1.40	1.28	14,962.35	16,338.70
Embankment Foundation Excavation, Unclass.	110,205.2	Cu. Yd.	0.63	0.43	47,685.62	69,429.53
General Excav., Unclass	2,891,144.8	Cu. Yd.	0.34	0.48	1,404,439.53	982,989.23
Short Overhaul	9,662,353.1	Yd. Sta.	0.004	0.0067	58,202.93	38,649.41
Long Overhaul	93,153.2	C-Yd. Sta.	0.40	0.57	51,295.72	37,293.48
Finish R.B. & Slopes	3.92	Mile	5,000.00	5,240.48	20,594.85	19,600.00
Rounding Cutbanks	17,941	Lin. Ft.	0.10	0.025	510.19	1,794.10
18" Asb. Bonded C.M.P.	1,436	Lin. Ft.	6.00	4.30	6,176.83	8,616.00
18" Asb. Bonded C.M.P. 14 ga.	250	Lin. Ft.	8.00	8.53	2,133.39	2,000.00
24" Asb. Bonded C.M.P.	826	Lin. Ft.	9.50	6.91	5,708.25	7,847.00
30" Asb. Bonded C.M.P.	140	Lin. Ft.	12.00	10.00	1,403.60	1,680.00
30" Asb. Bonded C.M.P. 12 ga.	374	Lin. Ft.	16.00	11.63	4,349.92	5,984.00
36" Asb. Bonded C.M.P. 10 ga.	160	Lin. Ft.	24.00	21.17	3,387.76	3,840.00
36" Asb. Bonded C.M.P. 8 ga.	172	Lin. Ft.	27.00	19.31	3,321.38	4,644.00
42" Asb. Bonded C.M.P. 8 ga.	374	Lin. Ft.	32.00	21.77	8,143.68	11,968.00
48" Asb. Bonded C.M.P.	130	Lin. Ft.	28.00	21.31	2,770.72	3,640.00
48" Asb. Bonded C.M.P.	372	Lin. Ft.	34.00	25.83	9,610.30	12,648.00
36" Half Circle C.M.P.	70	Lin. Ft.	16.00	5.20	363.93	1,120.00
72" Half Circle C.M.P.	210	Lin. Ft.	33.00	18.84	3,958.17	6,930.00
8" Perf. Mtl. Dr. Pipe, Unctd.	25,467	Lin. Ft.	1.70	1.64	41,794.42	43,293.90
12" Perf. Mtl. Dr. Pipe, Unctd.	7,697	Lin. Ft.	3.00	2.71	20,912.90	23,091.00
Sp. Backfill in Drains	4,569.75	Cu. Yd.	4.50	7.82	35,733.40	20,563.88

Final Cost Analysis - Contract No. 5139
Thomas Creek-Cape Ferrelo

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
36" Asb. Bonded Ellip. Inlets	2	Each	230.00	128.25	256.50	460.00
42" Asb. Bonded Ellip. Inlets	1	Each	280.00	155.79	155.79	280.00
48" Asb. bonded Ellip. Inlets	3	Each	400.00	183.10	549.30	1,200.00
66" Struct. Plate, Ctd. Sta.1214+20	All	100%	52,000.00	48,815.94	48,814.81	52,000.00
72" Struct. Plate, Ctd. Sta.1202+38	All	100%	60,000.00	56,294.35	56,294.08	60,000.00
96" Struct. Plate, Ctd. Sta.1202+02	All	100%	85,000.00	70,134.89	70,134.60	85,000.00
96" Struct. Plate, Ctd. Sta.1202+20	All	100%	85,000.00	70,693.48	70,693.44	85,000.00
96" Struct. Plate, Ctd. Sta.1134+55	All	100%	74,000.00	67,142.80	67,142.80	74,000.00
*Type 2 Fence	1,393	Rod	12.00	7.64	10,651.48	16,716.00
*14' x 48" Metal Gate	7	Each	80.00	85.71	600.00	560.00
PA#2 General Excav., Unclass.	201,693.4	Cu. Yd.	0.34	0.48	97,980.12	68,575.76
PA#2 Short Overhaul	851,960	Yd. Sta.	0.004	0.0067	5,762.49	3,407.84
PA#2 Long Overhaul	2,541	C-Yd. Sta.	0.40	0.57	1,450.74	1,016.40
PA#3 Purchase Excess Mat'l	All	100%	7,229.97	7,229.97	7,229.97	7,229.97
Force Account					40,945.80	45,070.03
					$2,356,893.16	$1,879,191.28

Total Cost of Project	$ 2,356,893.16
Gross Revenue	1,879,191.28
Net Loss	$ 477,701.88

Net Loss Equals 25.4% of Gross Revenue

DETAIL OF COST - Contract No. 5137

Labor:						
Labor					$ 826,997.30	
Labor Insurance					69,972.16	
Health and Welfare					20,600.00	
Pension					1,034.00	$ 918,603.46
Materials:						
18" Asb. Bonded C.M.P.	1,436	Lin. Ft.	@	$3.43	4,946.06	
18" Bands	74	Each	@	$3.43	253.82	
18" Asb. Bonded C.M.P. 14 ga.	290	Lin. Ft.	@	$4.12	1,194.80	
18" Bands	21	Each	@	$4.12	86.52	
24" Asb. Bonded C.M.P.	826	Lin. Ft.	@	$5.37	4,435.62	
24" Bands	43	Each	@	$5.37	232.73	
30" Asb. Bonded C.M.P.	150	Lin. Ft.	@	$6.53	979.50	
30" Bands	8	Each	@	$6.53	52.24	
30" Asb. Bonded C.M.P. 12 ga.	374	Lin. Ft.	@	$8.82	3,298.68	
30" Bands	19	Each	@	$8.82	211.68	
36" Asb. Bonded C.M.P. 10 ga.	206	Lin. Ft.	@	$13.30	2,739.80	
36" Bands	8	Each	@	$13.30	106.40	
36" Asb. Bonded C.M.P. 8 ga.	172	Lin. Ft.	@	$15.75	2,709.00	
36" Bands	10	Each	@	$13.30	119.70	
42" Asb. Bonded C.M.P. 8 ga.	374	Lin. Ft.	@	$18.54	6,933.96	
42" Bands	19	Each	@	$12.48	237.12	
48" Asb. Bonded C.M.P.	130	Lin. Ft.	@	$14.29	1,857.70	
48" Bands	7	Each	@	$14.29	100.03	
48" Asb. Bonded C.M.P. 10 ga.	372	Lin. Ft.	@	$18.02	10,848.04	
48" Bands	28	Each	@	$18.02	504.56	
36" Half Circle C.M.P.	70	Lin. Ft.	@	$4.93	345.10	
72" Half Circle C.M.P.	210	Lin. Ft.	@	$14.10	2,961.00	
8" Perf. Mtl. Dr. Pipe, Unct.	25,467	Lin. Ft.	@	$1.09	27,759.03	
8" Bands	1,255	Each	@	$1.31	1,644.05	
12" Perf. Mtl. Dr. Pipe, Unct.	7,697	Lin. Ft.	@	$1.91	14,701.27	
12" Bands	385	Each	@	$1.84	723.12	
Special Backfill Aggregate	1,880	Cu. Yd.	@	$6.00	11,280.00	
36" Asb. Bonded Ellip. Inlets	2	Each	@	$108.95	217.90	
42" Asb. Bonded Ellip. Inlets	1	Each	@	$136.48	136.48	
48" Asb. Bonded Ellip. Inlets	4	Each	@	$163.80	655.20	
66" Structural Plate	All		@	$29,691.95	29,691.95	
72" Structural Plate	All		@	$34,225.30	34,225.30	
96" Structural Plate	All		@	$47,961.41	47,961.41	
96" Structural Plate	All		@	$47,961.41	47,961.41	
96" Structural Plate	All		@	$38,303.51	38,303.51	
Burlap Bags	950	Each	@	$0.12925	122.79	

Detail of Cost - Contract No. 5137

Materials Contd:				
8" Corr.Metal Dr.Pipe	100 Lin.Ft.	@ $1.28	128.00	
8" Helcor Metal Dr.Pipe	128 Lin.Ft.	@ $1.09	139.52	
8" Corr.Metal Bands	25 Each	@ $1.48	37.00	
8" Helcor (minus bolts) Bands	48 Each	@ $0.91	43.68	
36" Corr.Metal Bands	5 Each	@ $10.53	52.65	
8" Elbows	9 Each	@ $7.19	64.71	
8" x 8" Tees	3 Each	@ $12.94	38.82	
12" Elbows	33 Each	@ $11.18	368.94	
12" x 8" Wyes	4 Each	@ $17.20	68.80	
12" x 8" Tees	10 Each	@ $14.22	142.20	
12" x 12" Tees	15 Each	@ $18.28	274.20	
12" x 12" Wyes	14 Each	@ $24.60	344.40	302,240.40
Equipment Rental and Miscellaneous Supplies:				
Equipment Rental, Owned			626,771.30	
Equipment Rental, Hired			40,900.00	
Gas, Oil and Grease			151,378.00	
Drill Steel			1,437.00	
Powder and Caps			17,096.00	
Freight and Cartage			4,000.00	
P.H. and P.D.			8,750.00	
Strutting			3,325.00	
Move In Freight			35,000.00	
Small Tools and Misc. Expense			121,616.00	
Home Office			115,000.00	1,125,309.30
Subcontractor:				
L. W. Brooks			10,740.00	10,740.00
		TOTAL COST		$ 2,356,893.16

Remarks - Contract No. 5139

This was a "Federal Aid Primary Project" located on the Oregon Coast Highway in Currey County. The northerly end of the project was approximately 0.1 mile south of Thomas Creek. The south end was approximately 0.66 mile north of Lone Ranch Creek on Cape Ferrelo. The overall length of the project was 3.93 miles.

The work to be done under this contract consisted of the construction of 3.93 miles of main highway roadbed and connections; the construction of five structural plate pipe culverts; the installation of approximately 26,300 linear feet of perforated metal drain pipe; the construction of approximately 1,560 rods of type 2 fence; and the performance of such additional and incidental work as was called for in the plans and specifications.

The project was bid by Darkenwald Construction Company Inc., and Harms Bros., on February 6, 1958 and awarded to them on March 7, 1958. The contractors began work March 22, 1958 and completed the project on October 16, 1959. The final estimate was dated April 1, 1960.

On March 19, 1958 the contractor began clearing in the vicinity of Whalehead Creek using a crew of four men and a D-8 caterpillar tractor with a bulldozer. As more equipment arrived on the project the clearing crew was increased in man power varying in number from 12 to 20 men with two power saws, two HD21 tractors with bulldozers, a D-8 tractor with bulldozer, a D-9 tractor with bulldozer and a D-6 tractor with bulldozer. This work did not progress in the manner planned as a very large amount could not be done with the cats and had to be done by hand. This work was completed during the last week of May, 1959 except for miscellaneous piling and burning. This item shows a large loss due to a low bid price and not being able to clear with machinery.

During the week ending April 16, 1958, the contractor began excavating. In this work he used seven DW21 scrapers; four S18 Euclid Scrapers; three D-9 caterpillar tractors, two with bulldozer blades, one with a push plate and hydraulic ripper; two HD21 tractors with bulldozers; four D-8 caterpillar tractors with bulldozers; two #12 caterpillar motor graders; one 600 compressor; two wagon drills and other necessary equipment.

The grading did not progress as anticipated as the cuts in which a small amount of rock was anticipated contained a great deal and those where none was expected contained floating bolders and were saturated with water.

Although the contractor had good equipment, low bid prices, inefficient supervision, excessive water in the cuts that contained little rock, and no co-ordinated plan of operation resulted in a large loss.

M.N. Juve
Chief Cost Analyst

By F.W. Sugnet

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APR 11 1960
FOR FILING
BF-124(12)

5137

April 8, 1960

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5137 for grading the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County was completed by the contractor, Darkenwald-Harms, on October 16, 1959, and was formally accepted by the Highway Commission on December 16, 1959.

Final payment in the amount of $54,983.33 will be released to the contractor on or after April 18, 1960. The total contract amount is $1,879,191.28, of which amount $45,070.03 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Glens Falls Insurance Co.,
Richard E. Ashton, Special Agent
Lincoln Bldg.,
Portland 4, Oregon

Letter to: The Travelers Indemnity Co.

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BF-34(12)
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April 8, 1960

The Travelers Indemnity Co.,
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

State Highway contract #5137 for grading the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County was completed by the contractor, Derkenwald-Harms, on October 16, 1959, and was formally accepted by the Highway Commission on December 16, 1959.

Final payment in the amount of $54,983.33 will be released to the contractor on or after April 18, 1960. The total contract amount is $1,879,191.28, of which amount $45,070.03 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Travelers Indemnity Co.,
Phil Grossmayer Co.,
Equitable Bldg.,
Portland, Oregon

Letter to: Glens Falls Insurance Co.

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BF-124(12)
5137

April 8, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

As requested, we furnish herewith the volumes of slides and the methods used in paying for their removal, also, the amounts that were provided for slide removal in the original project authorizations on those projects between Burnt Hill and Brookings on the coast highway in Curry County.

Those of us familiar with the Oregon coast terrain and climate know that many sectors of it are potential slide areas. We, also, know that while it is possible to predict that slides are likely to occur, to attempt to estimate the size, exact location and frequency of occurrence of possible slides is a matter of speculation. Because conditions causing and having to do with such situations are so variable, it is virtually impossible for a contractor to intelligently bid on slide correction or removal before the slide takes place. For this reason, this department has always avoided using a contract bid item for slide removal in conjunction with grading contracts. Such practice would require contractors to bid blind and would increase the cost to the public.

On those contracts where slides are likely to occur, funds are provided in the original project authorization for removal and correction. We then rely on Section 1.4.6 of our Standard Specifications, which in effect states that when necessary work in connection with a contract is encountered and for which the contract bid prices do not apply; that the extra work shall be done at prices agreed on between the contractor and the state highway engineer. If it is not possible to agree on a satisfactory price, the work may be ordered by the engineer to be performed on a force-account basis. These procedures were all followed on the section between Burnt Hill and Brookings.

The details as to slide removal on the four projects involved are as follows:

FH 124(11), Contract No. 5094, Cape Ferrelo-Brookings Section. 4.16 miles grading. Original project authorization $1,354,078.13 $100,000.00 was provided in the original project authorization for the removal of slides. Slide removal on this contract was handled by Price Agreement No. 6 which consisted of three items:

Slide Excavation	222,658.3	cu. yds. at	$0.41	$91,289.90
Overhaul	603,010	yd. stas. at	0.01	6,030.10
Long Overhaul	5,360	C-yd. stas. at	0.50	2,680.00
		Total		$100,000.00

In this case, the unit prices bid for slide removal and haul are identical with the contract bid prices for general excavation and haul. Due to difficulty in trying to separate overhaul quantities on slide excavation from overhaul quantities on general excavation, the above haul quantities are approximate only.

FH 124(12), Contract No. 5137, Thomas Creek-Cape Ferrelo Section. 3.95 miles grading. Original project authorization $2,082,916.13 $150,000.00 was provided in the original authorization for the removal of slides. Slide removal was handled by a combination of force account work and work under price agreement. The slides were in such condition that the contractor could not excavate and haul the material with his equipment without considerable preparatory work. The preparation consisted of clearing operations in the slide area and breaking down the entire slide (which was largely dozer work) so that it could be loaded and hauled with the available equipment. The preparation was handled by EWO No. 3 on a force account basis and the final cost was $35,000.77. The slide was then excavated and hauled to embankment by Price Agreement No. 2 which consisted of the following three items:

Slide Excavation	201,693.4	cu. yds. at	$0.34	$68,575.76
Overhaul	851,960	yds. stas. at	0.004	3,407.84
Long Overhaul	2,541	C-yd. stas. at	0.40	1,016.40
		Total		$73,000.00

The unit prices in the price agreement are the same as those bid for general excavation and haul in the contract.

FH 124(13), Contract No. 5204, Burnt Hill-Hooskanaden Creek Section. 3.55 miles grading. Original project authorization $1,711,790.44 $150,000.00 was provided in the original authorization for the removal of slides.

Mr. C. G. Polk
April 8, 1960
Page 3

Slide removal on this project was handled in the same manner as EF 124(12). The breakdown of the slide area, extra clearing and resloping of cutbanks was done under EWO No. 3 on a force account basis for a cost of $48,760.17. The slide removal was done on a price agreement with no charge for haul in this case.

Slide Excavation 422,036.9 cu. yds. at $0.30 $126,611.07

The unit price of $0.30 is the same as bid for general excavation in the contract.

EF 124(14), Contract No. 5243, Hasskanaden Creek-Thomas Creek Section. 3.21 miles grading. Original project authorization $3,265,588.13. $300,000.00 was provided in the original authorization for the removal of slides. Slide removal on this project is handled in the same manner as EF 124(12) and EF 124(13). Breakdown of slide areas and extra clearing was done under EWO No. 2 and No. 3 on a force account basis for a cost to date of $32,081.39. The slide removal is being done under Price Agreement No. 2, the estimated amounts being:

Slide Excavation	400,000	cu. yds.	at	$0.38	$152,000.00
Overhaul	400,000	yd. stas.	at	0.01	4,000.00
Long Overhaul	2,500	C-yd. stas.	at	0.40	1,000.00
				Total	$157,000.00

As this contract is not completed, we can furnish estimated quantities only.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw
Enc.

cc. Forrest Cooper
Tom Edwards

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A

February 25, 1960

The Travelers Indemnity Co.,
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticutt

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Darkenwald-Harms on contract #5137 for grading the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County.

This payment, in the amount of $23,486.70, will be released to contractor on or after March 7, 1960. The retained percentage is $55,024.88.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

Letter to: Glens Falls Insurance Co.

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February 25, 1960

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Darkenwald-Harms on contract #5137 for grading the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County.

This payment, in the amount of $23,486.70, will be released to contractor on or after March 7, 1960. The retained percentage is $55,024.88.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Glens Falls Insurance Co.,
Richard E. Ashton, Special Agent
Lincoln Bldg.,
Portland 4, Oregon

Letter to: The Travelers Indemnity Co.

Form E-1—(Rev.)—

BF 24(12)
5-7

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Feb. 12, 1960, 19

Section Thomas Creek - Cape Ferrelo

Kind of work Grading

Highway Oregon Coast County Curry

Section prefix 8-1027

Contractor Darkenwald- Harms

Contract number 5137

Date of contract 3-7-58, 19

Specified work days 240

Date work started 3-19-58, 19

Work days used 228

Project authorization $2,082,916.13

Per cent of time elapsed 95 %

Exclusive of engineering $1,934,797.65

Estimated cost of completed project, exclusive of engineering $1,942,039.18

Estimated per cent overrun or ~~underrun~~ 0.37 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $148,116.48

Engineering cost to date $118,500.00, 80.0 %

Date project was completed October 16, 1959, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	-----	----	------	------

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final on this project was sent to Roseburg with Mr Chandler on Wednesday, Feb. 10th.

Diaries for same project were sent to Roseburg Thursday with Ray Oren.

One drill crew has been sluicing on Lone Ranch Creek fill all week. no additional pipes were found.

Entire engineering crew is now working with R.L.Lammert on remeasure. Crew will continue on this work untill completion or untill other work forces a change. This schedule has the blessing of Division Engineer Chandler.

As Thomas creek - Cape Ferrelo project has been completed, and semi-final submitted,and no engineering work is being done on this project, weekly reports will be terminated.

CONSTRUCTION DIVISION
RECEIVED
FEB 15 1960
NOTED CE ACE ACE COE

NOTED
JOHN R. OAKES

Noted
M. N. Juve

Signed

C. E. [illegible]

Address Box 1067 Brookings, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	**3.92**				
Miles partially completed					
Miles completed	**3.92**				
Total estimated quantities (contract)	**2,640,000**				
Total quantities corrected to date	**3,092,838.2**				
Estimated quantities moved or placed to date	**Same**				
Average daily quantities	**0**				
Average daily quantities necessary to complete project on time	**0**				
Number shifts per day	**0**				
Hours per shift	**0**				
Average force on project for week	**0**				

Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons ------	----	-----			
Men and tractors					

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	**Rain**		
Monday	**"**		
Tuesday	**Squalls**		
Wednesday	**Fair**		
Thursday	**Partially Cloudy**		
Friday	**Cloudy**		
Saturday			

RECEIVED
FEB 11 1960
FOR FILING

BF 124 (12)

5137

A

February 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3-Supplemental covering pioneering slides and extra clearing on the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County, Contract No. 5137, in connection with Federal Aid Project No. BF-124(12).

This supplement to Order for Extra Work No. 3 is submitted to cover overrun of the original order. The additional work consisted of breaking down and benching the slide area between Stations 1173 and 1182, extra clearing on road approaches and disposal areas not included in the plans.

Verbal approval of this supplement has been given by the BPR Area and District Engineers.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

DBP:sm

RECEIVED
NOV 19 1959
FOR FILING

RF-124(12)

5137

November 19, 1959

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco, California

Gentlemen:

It is the intention of the State Highway Commission to release to Darkenwald-Harms a portion of the funds heretofore retained by the Commission on contract #5137, for grading the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County.

This payment, in the amount of $82,454.91, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $55,443.31. The present payment will be released on or after November 30, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This same letter is being sent to the Travelers Indemnity Co., the other surety company on this contract with you.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Glens Falls Insurance Co.,
Richard E. Ashton, Special Agent
Lincoln Bldg.,
Portland 4, Oregon

RECEIVED
NOV 19 1959
FOR FILING

BF-124(12)

5137

November 19, 1959

The Travelers Indemnity Co.,
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

It is the intention of the State Highway Commission to release to Darkenwald-Harms a portion of the funds heretofore retained by the Commission on contract #5137, for grading the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County.

This payment, in the amount of $82,454.91, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $55,443.31. The present payment will be released on or after November 30, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This same letter is being sent to Glens Falls Insurance Co., the other surety company on this contract with you.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Travelers Indemnity Co.,
Phil Grossmayer Co.,
Equitable Bldg.,
Portland, Oregon

RECEIVED
OCT 21 1959
FOR FILING

5137

October 21, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 16, 1959, on Contract No. 5137, Thomas Creek-Cape Ferrelo Section, in Curry County, in connection with Federal Aid Project No. HF-124(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: Clarence G. Swenson

RECEIVED
MAY 22 1959
FOR FILING

BF 124(12)

5137

May 21, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering pioneering of slide area on the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County, Contract No. 5137, in connection with Federal Aid Project No. BF-124(12).

Pioneering and breakdown of slide areas is necessary to permit operation of earth moving equipment for slide removal.

This work was anticipated and is included in the project agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CRN:mfh

Enc.

RECEIVED
JAN 30 1959
FOR FILING

BF 124 (12)

5137

January 28, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering weighting intakes of structural steel plate culverts on the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County, Contract No. 5137, in connection with Federal Aid Project No. BF-124(12).

This work was necessary to save the three structural plate culverts at Whalehead Cove. The following is quoted from the Assistant Division Engineer's letter regarding this work:

> "On Sunday, January 11th, Resident Engineer Rulien, acting on my instructions, checked his multiple plate installations on the said project at 4:30 PM and found everything in proper order. Also acting under my instruction he started the contractor's men and equipment from another part of the project to Whalehead Creek, Sta. 1102, in order to get more weight on the upper ends of these culverts. He arrived back at Whalehead Creek at about 6:30 PM at which time the 72" culvert was running full and the two 96" culverts were approximately 3/4 full at the upper ends and with an estimated draw-down inside the pipe of 2'. They had at this time (6:30 PM) started to bend about 15' in from the inlet end, had risen .07 feet to 1.25 feet. The equipment had difficulty getting to the job in the dark but arrived about 10:00 PM. Weight in the form of material taken from the bench above the pipes and later reinforced by rock drilled, shot and hauled from the cut at the north was placed over these pipes and their rise halted."

The construction of the culverts was done in a workmanlike manner and with good engineering. Failure was due to excessive water run-off due to heavy rains. The 2:1 slope of native material was not sufficient to hold the culverts from rising.

Due to the emergency nature of the work, it was done at once, having been completed January 23, 1959.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Enc.

[illegible] 5137

COPY SENT
JAN 19 1959
Washington

COPY SENT
JAN 19 1959
REGIONAL OFFICE

Monthly Transaction No. 1-65	Fo -2 (9 57)	State Oregon
Project Report No. RECEIVED 7	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County Curry
	FEDERAL-AID PROJECT AGREEMENT	Project No. BF-124(12)

FOR FILING

BF-124 (12)
5137

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

From approximately 3.9 miles north to north end of BFI-124(11) (Thomas Creek-Cape Ferrelo Sec.), on U.S. 101

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	**5-21-57**	**--------**
Rights-of-Way		
Construction	**1-22-58**	**3.9**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 2,086,319.00	Federal funds $ 1,290,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Forrest Cooper
Deputy **State Highway Engineer**
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **January 19, 1959**

USComm-DC 40257

January 15, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Thomas Creek-Cape Ferrelo Section Project No. BF-124(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

RNC:lmw

January 7, 1959

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Thomas Creek-Cape Ferrelo Section, Project No. BF-124(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:bb

Oregon State Highway Department

Federal Aid
Project No. FP-124(12)

THOMAS CREEK-CAPE FERRELO SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 6, 1959

Type Code P. E.

Preliminary Engineering	All	Required	$	$ 30,000.00

Type Code 0010
Roadway (Sta. 1019+00 to Sta. 1226+41)(Contract No. 5137)

Clearing and Grubbing	All	Required	$	$ 54,489.00
Drainage Excavation, Unclassified	9,000	cu. yds.	1.40	12,600.00
Embankment Foundation Excavation, Unclassified	29,800	cu. yds.	0.63	18,774.00
General Excavation, Unclassified	2,640,000	cu. yds.	0.34	897,600.00
Short Overhaul	10,000,000	yd. sta.	0.004	40,000.00
Long Overhaul	93,800	C-yd.sta.	0.40	37,520.00
Sprinkling	2,600	M-gal.	3.20	8,320.00
Finishing Roadbed and Slopes	3.93	miles	5,000.00	19,650.00
Rounding Cutbanks	23,000	lin. ft.	0.10	2,300.00
18-inch Asbestos Bonded Corrugated Metal Pipe	1,280	lin. ft.	6.00	7,680.00
18-inch Asbestos Bonded Corrugated Metal Pipe, 14 Gage	240	lin. ft.	8.00	1,920.00
24-inch Asbestos Bonded Corrugated Metal Pipe	820	lin. ft.	9.50	7,790.00
30-inch Asbestos Bonded Corrugated Metal Pipe	160	lin. ft.	12.00	1,920.00
30-inch Asbestos Bonded Corrugated Metal Pipe, 12 Gage	400	lin. ft.	16.00	6,400.00
36-inch Asbestos Bonded Corrugated Metal Pipe	80	lin. ft.	20.00	1,600.00
36-inch Asbestos Bonded Corrugated Metal Pipe, 10 Gage	180	lin. ft.	24.00	4,320.00
36-inch Asbestos Bonded Corrugated Metal Pipe, 8 Gage	180	lin. ft.	27.00	4,860.00
42-inch Asbestos Bonded Corrugated Metal Pipe, 8 Gage	360	lin. ft.	32.00	11,520.00
48-inch Asbestos Bonded Corrugated Metal Pipe	120	lin. ft.	28.00	3,360.00
48-inch Asbestos Bonded Corrugated Metal Pipe, 10 Gage	660	lin. ft.	34.00	22,440.00
24-inch Half Circle Corrugated Metal Pipe	160	lin. ft.	7.00	1,120.00
36-inch Half Circle Corrugated Metal Pipe	300	lin. ft.	16.00	4,800.00
48-inch Half Circle Corrugated Metal Pipe	70	lin. ft.	23.00	1,610.00
60-inch Half Circle Corrugated Metal Pipe	24	lin. ft.	36.00	864.00
72-inch Half Circle Corrugated Metal Pipe	160	lin. ft.	33.00	5,280.00
48"-24" Half Circle Corrugated Metal Pipe Reducers	3	only	275.00	825.00
60"-36" Half Circle Corrugated Metal Pipe Reducers	1	only	425.00	425.00

8-inch Perforated Metal Drain Pipe, Uncoated	17,800 lin. ft.	$1.70	$ 30,260.00
12-inch Perforated Metal Drain Pipe, Uncoated	8,500 lin. ft.	3.00	25,500.00
Special Backfill in Drains	4,800 cu. yds.	4.50	21,600.00
36-inch Asbestos Bonded Elliptical Inlets	3 only	230.00	690.00
42-inch Asbestos Bonded Elliptical Inlets	1 only	280.00	280.00
48-inch Asbestos Bonded Elliptical Inlets	4 only	400.00	1,600.00
66-inch Structural Plate Pipe, Station 1214+20, Coated	All Required		52,000.00
72-inch Structural Plate Pipe, Station 1102+38, Coated	All Required		60,000.00
96-inch Structural Plate Pipe, Station 1102+02, Coated	All Required		85,000.00
96-inch Structural Plate Pipe, Station 1102+20, Coated	All Required		85,000.00
96-inch Structural Plate Pipe, Station 1134+55, Coated	All Required		74,000.00
Special Concrete Catch Inlets	4 only	126.00	504.00
Type 2 Fence	1,560 rods	12.00	18,720.00
14' x 48" Metal Gates	8 only	80.00	640.00
			$1,635,781.00
Slide Removal	All Required		150,000.00
Coos-Curry Electric Coop, Inc.	All Required		22,400.00
Seeding and Mulching	All Required		11,200.00
Horizontal Drains	All Required		50,000.00
	Subtotal		$1,869,381.00
	10% Engr. & Cont.		186,938.10
	Total		$2,056,319.10

Length of Roadway - - - - - - - - 3.928 Miles
Cost of Roadway Per Mile- - - - $523,502.82

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engrg.	$ 30,000.00	$ 18,000.00	$ 12,000.00
Roadway	2,056,319.10	1,272,000.00	784,319.10
	$2,086,319.10	$1,290,000.00	$796,319.10

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939; Chap. 491, Laws 1951; Chap. 20, Laws 1953; Chap. 22, Laws 1957; Chap. 354, Laws 1957.

State Funds for Maint.: Chap. 529, Laws 1939.

THOMAS CREEK-CAPE FERRELO SECTION

PROJECT NO. BF-124(12)

[AND PROJECT NO. BF-124(11)]

(Estimated costs of work by Coos-Curry Electric Coop. Inc.)

Contract (Wilson Const. Co.)		$38,574.09
Clearing		9,980.00
Force Account (Engrg., Etc.)		4,884.60
Salvage Credit		7,950.00 Cr.
		$45,488.75
	Total USE	$45,400.00
BF-124(12) Use		$22,400.00
BF-124(11) Use		$23,000.00

Oregon State Highway Department

Federal Aid
Project No. HF-124(12)

THOMAS CREEK-CAPE FERRELO SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 22, 1958

Type Code P. E.			
Preliminary Engineering	All Required	$	$ 30,000.00
Type Code 0010			
Roadway (Sta. 1019+00 to Sta. 1226+41)			
Clearing and Grubbing	All Required	$	$ 75,000.00
Drainage Excavation, Unclassified	9,000 cu. yds.	3.00	27,000.00
Embankment Foundation Excavation, Unclassified	29,800 cu. yds.	0.50	14,900.00
General Excavation, Unclassified	2,640,000 cu. yds.	0.40	1,056,000.00
Short Overhaul	10,000,000 yd. sta.	0.01	100,000.00
Long Overhaul	93,800 C-yd.sta.	0.40	37,520.00
Sprinkling	2,600 M-gal.	3.00	7,800.00
Finishing Roadbed and Slopes	3.93 mile	1,250.00	4,912.50
Rounding Cutbanks	23,000 lin. ft.	0.20	4,600.00
18-inch Asbestos Bonded Corrugated Metal Pipe	1,280 lin. ft.	5.25	6,720.00
18-inch Asbestos Bonded Corrugated Metal Pipe, 14 Gage	240 lin. ft.	5.75	1,380.00
24-inch Asbestos Bonded Corrugated Metal Pipe	820 lin. ft.	8.00	6,560.00
30-inch Asbestos Bonded Corrugated Metal Pipe	160 lin. ft.	10.50	1,680.00
30-inch Asbestos Bonded Corrugated Metal Pipe, 12 Gage	400 lin. ft.	11.25	4,500.00
36-inch Asbestos Bonded Corrugated Metal Pipe	80 lin. ft.	15.50	1,240.00
36-inch Asbestos Bonded Corrugated Metal Pipe, 10 Gage	180 lin. ft.	18.50	3,330.00
36-inch Asbestos Bonded Corrugated Metal Pipe, 8 Gage	180 lin. ft.	21.00	3,780.00
42-inch Asbestos Bonded Corrugated Metal Pipe, 8 Gage	360 lin. ft.	22.00	7,920.00
48-inch Asbestos Bonded Corrugated Metal Pipe	120 lin. ft.	25.00	3,000.00
48-inch Asbestos Bonded Corrugated Metal Pipe, 10 Gage	660 lin. ft.	28.00	18,480.00
24-inch Half Circle Corrugated Metal Pipe	160 lin. ft.	5.50	880.00
36-inch Half Circle Corrugated Metal Pipe	300 lin. ft.	10.00	3,000.00
48-inch Half Circle Corrugated Metal Pipe	70 lin. ft.	19.00	1,330.00
60-inch Half Circle Corrugated Metal Pipe	24 lin. ft.	22.00	528.00
72-inch Half Circle Corrugated Metal Pipe	160 lin. ft.	27.50	4,400.00
48" - 24" Half Circle Corrugated Metal Pipe Reducers	3 only	450.00	1,350.00
60" - 36" Half Circle Corrugated Metal Pipe Reducers	1 only	550.00	550.00
8-inch Perforated Metal Drain Pipe, Uncoated	17,800 lin. ft.	2.50	44,500.00

12-inch Perforated Metal Drain Pipe, Uncoated	8,500 lin. ft.	$3.50	$ 29,750.00
Special Backfill in Drains	4,800 cu. yds.	6.00	28,800.00
36-inch Asbestos Bonded Elliptical Inlets	3 only	150.00	450.00
42-inch Asbestos Bonded Elliptical Inlets	1 only	250.00	250.00
48-inch Asbestos Bonded Elliptical Inlets	4 only	350.00	1,400.00
66-inch Structural Plate Pipe, Station 1214+20, Coated	All Required		46,000.00
72-inch Structural Plate Pipe, Station 1102+38, Coated	All Required		55,000.00
96-inch Structural Plate Pipe, Station 1102+02, Coated	All Required		68,000.00
96-inch Structural Plate Pipe, Station 1102+20, Coated	All Required		68,000.00
96-inch Structural Plate Pipe, Station 1134+55, Coated	All Required		57,000.00
Special Concrete Catch Inlets	4 only	100.00	400.00
Type 2 Fence	1,560 rods	5.50	8,580.00
14' x 48" Metal Gates	8 only	75.00	600.00
			$1,807,090.50
Slide Removal	All Required		150,000.00
Adjustment of Utilities	All Required		4,500.00
Seeding and Mulching	All Required		11,200.00
Horizontal Drains	All Required		50,000.00
	Subtotal		$2,022,790.50
	10% Engr. & Cont.		202,279.05
	Total		$2,225,069.55

Length of Roadway - - - - - - - 3.928 Miles
Cost of Roadway Per Mile- - - - $566,463.74

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 30,000.00	$ 18,000.00	$ 12,000.00
Roadway	2,225,069.55	1,377,500.00	847,569.55
	$2,255,069.55	$1,395,500.00	$859,569.55

RECEIVED

BF 124 (12)

When replying, refer to:
08-35.4

5137

January 14, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-124(12), Thomas Creek-Cape Ferrelo Section, Oregon Coast Highway, State Contract No. 5137 - Order for State Force Work No. 238, Place Poultry Wire on Seeded and Mulched Slopes. Estimated Total Cost $5,400. Federal Funds $3,240.

Dear Sir:

We are approving the use of State Forces as being in the public interest under the provisions of PPM 21-6.3 for the following reasons:

1. The work is necessary to prevent displacement, by strong winds, of the mulch placed on cut and fill slopes.

2. The State has trained personnel performing the seeding and mulching work and can accomplish the work contemplated under the order most economically. The proposed work is in addition to that included in the Order for State Force Work covering seeding and mulching approved July 24, 1958.

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

[illegible]

RECEIVED
JAN 14 1959
FOR FILING

BF-124 (12)

5137

COOS-CURRY ELECTRIC COOPERATIVE, INC.

P. O. BOX 486
COQUILLE, OREGON
PHONE COQUILLE 5161

January 12, 1959

State of Oregon
State Highway Department
Salem, Oregon

Re: Contract for 69 KV Re-route
Thomas Creek-Cape Ferrelo Section
Cape Ferrelo-Brookings Section
Oregon Coast Highway

Gentlemen:

We are forwarding five (5) Enclosures, four copies of each, of our costs on the 69 KV Re-route North of Brookings, Oregon.

If you have any further questions, or would like us to forward additional copies, please let us know.

Very truly yours,

Coos-Curry Electric Cooperative, Inc.,

Bruce Shavers, Manager

BS:JK:hp

Encls. 5

1. Summary of Salvage (4 cps each)
2. Statement (4 cps each)
3. Summary of Force Account Costs (4 cps each)
4. Summary of Engineering Costs (4 cps each)
5. Construction Inventory (4 cps.each)

RECEIVED
DEC 11 1958
FOR FILING

BF-124(12)

5137

December 10, 1958

Mr. C. [illegible] Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 238 covering installing wire netting on cut slopes on the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County, Contract No. 5137, in connection with Federal Aid Project No. BF-124(12).

This work is necessary to hold the mulch on slopes due to strong winds in this area. Slopes are to be covered with netting as they are lowered by the contractor in connection with mulching. Slopes not so protected to date are to be covered with netting.

The contractor is not equipped for or interested in this work. The State has the equipment and experienced crews to do the work as required.

Your approval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $5,400.00 with Federal participation of $3,240.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

A

RECEIVED
NOV 12 1958
FOR FILING

BF 124 ([illegible])

5137

November 10, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith are three copies of tabulation of force account and contingencies as requested in your letter of October 3, your file 08-35.4, in connection with utility adjustment on the Cape Ferrelo-Brookings and Thomas Creek-Cape Ferrelo Sections in Curry County, Projects BF-124(11) and BF-124(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

BF-124 (12)

5137

When replying, refer to:
08-35.4

October 3, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects BF-124(11) & BF-124(12)
Cape Ferrelo-Brookings Section and
Thomas Creek-Cape Ferrelo Section
Oregon Coast Highway
Coos-Curry Electric Co-op
Power Line Adjustment

Dear Sir:

Reference is made to our letter of August 11, 1958, which authorized you to proceed with the work of moving the power line on the subject projects under the provisions of PPM 30-4, subject to the condition that Federal-aid reimbursement would be limited to the unit bid prices of the existing contract with the utility company and to your letter of August 18, 1958 in which you request this office to reconsider the matter of reimbursement and approve Federal participation in the total amount of the negotiated contract, which is approximately 10 percent more than comparable cost under the existing contract, for reasons set forth in your letter.

Inasmuch as the increased costs appear to be fully justified in the showing submitted by Wilson Construction Co., contractor on the utility work, it is, therefore, considered advantageous to the State and Federal Government to accept the revised unit bid prices and reimbursement will therefore be made on the basis of total cost of the negotiated contract.

Your attention is directed to Page 2 of the Cost Estimate submitted to your office by the electric cooperative. The tabulation of costs to the electric co-op includes $2,297.10 for co-op force account costs and $2,000.00 for contingencies. Please furnish this office a showing of what work is contemplated under these items, including a breakdown in the cost of such individual items of work as may be included therein, also their estimate did not take into consideration the estimated amount of salvage of $7,950.00 as indicated in their letter to you of July 31, 1958.

Very truly yours,

C. C. Polk
Division Engineer

RECEIVED
SEP 30 1958
FOR FILING

[illegible]

5137

September 29, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering channel protection on the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County, Contract No. 5137, in connection with Federal Aid Project No. BF-124(12).

This work is necessary to protect the inlet and outlet channels of Whalehead Creek from washing and storm damage.

The accompanying sketch indicates the work to be done and conditions in this area. The native material washes and erodes easily. On the outlet end, the three large diameter multiple plate pipes discharge directly against a low point of earth material. This point should be preserved to protect the outlet end and overlying fill from storm damage and from drift which could clog the culverts.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBF:mfh

Encl.

RECEIVED
SEP 17 1958
FOR FILING

BF-124(12)

5137

September 16, 1958

Mr. [illegible]
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing three copies of the Coos-Curry Cooperative, Inc., contract for all work in connection with moving its line on the Cape [illegible]-[illegible] and Thomas Creek-Cape Ferrelo sections of the Oregon Coast Highway, Project BF-124(11) and BF-124(12).

This Summary estimate covering clearing and power line adjustment was requested in your letter of August 11, 1958, your file O-[illegible], and completes the agreement with the utility.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmw

A

RECEIVED
AUG 19 1958
FOR FILING

BF-124(12)

5137

August 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Your File: CB-35.5

Dear Sir:

Re: Cape Ferrelo-Brookings and
Thomas Creek-Cape Ferrelo Sections
Oregon Coast Highway
Oregon Projects BF-124(11) and BF-124(12)

Reference is made to your letter of August 11 in which you approved federal-aid reimbursement in the moving of the power lines on the subject job, limited to the unit bid prices on the existing utility company contract. We are proceeding under this approval to move the lines but wish you to reconsider for total reimbursement based on the following facts:

1. The job is smaller than that under the existing contract, so that as favorable price cannot be obtained for materials.

2. The work will be done under more unfavorable weather conditions this fall than applied to the existing contract.

3. Trucking costs to the job site are higher.

4. Line hardware has increased 10 per cent in cost since the original contract was entered into.

5. Labor costs are higher than when the original contract was entered into.

It, therefore, appears that the approximately 10 per cent higher cost under the negotiated contract covering the moving of the poles on these two projects is justified. I am attaching hereto a copy of a letter written by the pole line contractor in justification of the higher prices.

In view of the above, I believe that reimbursement of the higher figure is fully justified.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:jc me
Encl.
cc Mr. Tom Edwards [illegible]

RECEIVED

FOR FILING

[illegible]

5/37

When replying, refer to:
08-35.5

August 11, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects BF-124(11) and
BF-124(12) - Cape Ferrelo-Brookings
Section and Thomas Creek-Cape
Ferrelo Section, Oregon Coast Hwy.
Coos-Curry Electric Co-op.
Power Line Adjustment

Dear Sir:

Your request of August 8, 1958, for approval of the negotiated contract between the Cooperative and Wilson Construction Co. for moving the power line on the above projects, is approved as of this date, subject to the condition that Federal-aid reimbursement will be limited to the unit bid prices of the existing utility company contract, as set forth in our letter of July 28, 1958.

Authority is hereby granted to proceed with the above under the provisions of PPM 30-4.

Please submit three copies of the negotiated contract promptly when executed. We will also need three copies of summary of estimated cost covering the clearing and power line adjustment to complete the utility agreement.

Very truly yours,

C. G. Polk
Division Engineer

Orig & SH P.

RECEIVED
AUG 11 1958
FOR FILING

BF-154(12)
5767

August 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith is one copy of the proposed extension of contract between the Coos-Curry Electric Cooperative and Wilson Construction Co.

Approval of this contract negotiated between the Cooperative and Wilson Construction Co. for moving the power line on the Thomas Creek-Cape Ferrelo and Cape Ferrelo-Brookings Sections of the Oregon Coast Highway in Curry County and authorization to proceed with the work are requested. Additional copies of the contract will be submitted when executed.

Attention is called to our letter of July 17, 1958, which contains further explanation.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

DBP:lmw

RECEIVED
JUL 30 1958
FOR FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

BF 124 (12)

When replying, refer to:
08-35.4

5137

406 State Highway Bldg.
Salem, Oregon

July 28, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects BF-124(11) and BF-124(12), Cape Ferrelo-Brookings Section and Thomas Creek-Cape Ferrelo Section, Oregon Coast Highway, Coos-Curry Electric Co-op. Power Line Adjustment.

Dear Sir:

Your request of July 17, 1958, for authorisation to accomplish, by contract methods, the construction work of moving the Coos-Curry Electric Co-op. 69 KV power line necessitated by construction of the subject project, has been received.

We are today authorizing you to proceed with contract negotiations for accomplishing the work under the provisions of PPM 30-4 as being in the public interest for the following reasons:

1. The Cooperative now has a contractor constructing a 115 KV power line in Curry County, who was the lowest qualified bidder on such work, and he can accomplish the necessary work on the project without undue delay.

2. It is essential that the power line be moved as soon as possible as it is now interfering with the grading contractor's work. Time, therefore, is of the essence and will not permit the delay required by publicly advertising for bids.

Federal-aid reimbursement will be limited to the unit bid prices of the existing utility company contract for those items used in connection with the project work which are identical to those of that contract.

Project File

Authorisation to proceed with the work of moving the facility will be considered when this office is in receipt of the required copies of the agreement for accomplishing the work.

Very truly yours,

C. G. Polk
Division Engineer

RECEIVED
JUL 23 1958
FOR FILING
BF-124(12)

5137

08-35.4

July 24, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-124(12), Thomas Creek-Cape Ferrelo Section, Oregon Coast Highway, State Contract No. 5137 - Order for State Force Work - Seeding and Mulching Roadway Slopes - Estimated total cost $11,200-Federal Funds $6,932.

Dear Sir:

We are approving the use of State force as being in the public interest under the provisions of PPM 21-6.2 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has specialized equipment and trained personnel to perform the work most economically.

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

RECEIVED
JUL 22 1958
FOR FILING

EF-124(12)

5137

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224 and 238, covering seeding and mulching on the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County, Contract No. 5137, in connection with Federal Aid Project No. EF-124(12).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The state has the necessary special equipment operated by experienced crews and can do the work more economically than by contract.

Your approval of this order at agreed unit prices under the provisions of PPM-21-6.3 is requested.

The total amount of the order is $11,200 with federal participation of $6,944.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mas
Enclosures

08-35.4

July 10, 1958

5737

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects HF-124(11)
and HF-124(12), Cape Ferrelo-
Brookings Section and Thomas
Creek - Cape Ferrelo Section,
Oregon Coast Highway, Coos-
Curry Electric Co-op Power
Line Adjustment - Right-of-
Way Clearing.

Dear Sir:

Your agreement with the Coos-Curry Electric Co-op for contract methods of accomplishing necessary clearing of the right-of-way in connection with the relocation of their power line facilities on the subject project has been received and is approved, as submitted, on July 10, 1958.

We are authorizing you to proceed with the work as of July 10, 1958. Reimbursement for this work may be claimed subsequent to this date in accordance with PPM 30-4.

This approval is for clearing of the right-of-way necessary for the relocation of the power line only, and does not constitute approval for moving of the facility.

Approval for the actual moving of the facility will be considered when this office is in receipt of all data required under the provisions of PPM 30-4.

Very truly yours,

C. G. POLK
Division Engineer

NOTED
FORREST COOPER

Orig to SNP

RECEIVED
JUL 11 1958
FOR FILING

July 10, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting the following data in connection with adjusting the Coos-Curry power line on the Thomas Creek-Cape Ferrelo and Cape Ferrelo-Brookings Sections of the Oregon Coast Highway in Curry County, Oregon Project RF-124(12) and RF-124(11):

1. Copies of Assistant Counsel's letters which establish the obligation of the state to reimburse the company for moving its line.

2. Three copies of the proposed contract between the company and Wojahn and Currie, covering clearing the right of way for the new location.

3. Plan sheets and sketch maps showing the present and proposed location of the line.

4. Three copies of tabulation of bids received by the Coos-Curry Electric Cooperative for the clearing.

The Coos-Curry Cooperative has received the enclosed proposal of Wojahn and Currie for clearing its right of way. Execution of the contract is waiting approval of the Bureau of Public Roads. The cooperative is not adequately staffed and equipped to do a clearing job of this magnitude. The highway contractors are now grading and it is imperative that the line be moved from its present location.

Approval of performing the clearing work by utility contract under the provisions of PPM 30-4 is requested. This method of performance has the approval of the state.

This work has not been started. Authority is also requested to proceed with the work as of this date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mas

Enclosures

RECEIVED
JUN 2[illegible] 1958
FOR FILE

COMMISSIONERS
[illegible] JOHNSON, CHAIRMAN, ASTORIA
[illegible] COOS BAY
OMAR C. PALMER, PORTLAND

BF-124(12)

5137

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 1

For Original
See - BF-124(11)
5094

June 20, 1958

State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Thank you for your response to our February 3rd letter regarding culvert plans for Whalehead, House Rock and Bowman creeks. I regret the tardiness of this reply. The plans as submitted on sheet 2-B are approved.

There appears to have been a minor misunderstanding regarding the activities of the Fish and Game Commissions. Our letter of February 3rd, in reference to your plans for stream crossings in Curry County for Taylor, Shy, Harris, Lone Ranch and Ram Creeks, stated in order to avoid duplication of effort an agreement was reached that the Game Commission would make the field inspection. This referred to the specific projects being considered in the letter and was not a general statement for subsequent projects. The two Commissions quite frequently make agreements of this type depending on their respective work schedules and the proximity of personnel.

Thank you for the opportunity to review these plans prior to construction.

Sincerely,

George Y. Harry
Assistant State Fisheries Director

KENNETH G. DENMAN, CHAIRMAN, MEDFORD
DON M. MITCHELL, TAFT
J. H. VAN WINKLE, OREGON CITY
RALPH T. RENNER, LAKEVIEW
MAX WILSON, JOSEPH

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
P. O. BOX 4136
PORTLAND 8

March 4, 1958

State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. O. S. Paxson

Dear Sir:

We have inspected the plans shown on sheet No. 2B of the Thomas Creek-Ferrelo Section of the Coast Highway.

Approval of the culverts of Whalehead, House Rock and Bowman Creeks can be given on the basis of the plans submitted.

Thank you for the opportunity to inspect the plans of this proposed project.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By

R. O. Koski
Chief of Liberations

ROK:rmd
cc L. D. Marriage

Copies forwarded to Messrs. Frank Hall, Tom Edwards and
F. D. Morgan March 5th. gm

[illegible] E-123X 50M 8-57

COMMISSIONERS

CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE

M. K. MCIVER, MEMBER
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
FEB 5 - 1958

[illegible]-134 (11)

NOTED
W. C. WILLIAMS

February 4, 1958

Mr. Albert M. Day
State Fisheries Director
Fish Commission of Oregon
1400 S. W. Fifth Avenue
Portland 1, Oregon

Dear Mr. Day:

I am attaching hereto a print from our Sheet No. 28 of the plans of the Thomas Creek-Ferrelo Section of the Oregon Coast Highway in Curry County. On this sheet we show the cross section and the arrangement of pipes at Whalehead Creek. You will note that the flow line of the smaller pipe is two feet lower than the flow line of the two larger pipes and that they would discharge into the stream bed at the same elevation at the lower end.

Also shown on this sheet are culverts for two minor drainage streams in this section; namely, House Rock Creek and Bowman Creek.

I note that the State Game Commission is to make the field inspection of culvert sites in this vicinity but I will continue to furnish your office with prints from the plans for all culvert installations.

Very truly yours,

W. C. Williams
State Highway Engineer

By Original signed
G. S Paxson

G. S. Paxson
Assistant State Highway Engineer

Attach.
GSP:gm

cc Oregon State Game Commission
Mr. W. C. Williams

COMMISSIONERS
ARNOLD T. JOHNSON, CHAIRMAN, ASTORIA
CHARLES W. MAHAFFY, COOS BAY
OMAN C. PALMER, PORTLAND

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 1

February 3, 1958

Mr. G. S. Paxson
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Paxson:

Reference is made to your letter to this office of November 4, 1957 and to the Oregon Game Commission letter to your office dated January 14, 1958 regarding your plans for Highway 101 stream crossings in Curry County for Taylor, Shy, Harris, Lone Ranch and Ram Creeks.

In an effort to avoid duplication of effort it was agreed that the Game Commission would make the only field inspection of the sites. The recommendations made by the Game Commission that the plans for culverts as submitted by your office are satisfactory are acceptable to this office.

We have not had an opportunity to review your plans for Whalehead Creek and request that these plans be forwarded to this office for inspection.

We appreciate the opportunity to review your proposed stream crossings prior to construction.

Sincerely,

ALBERT M. DAY
STATE FISHERIES DIRECTOR

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JAN [illegible]
FOR FILING

BF-129 [illegible]

5094

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1957

SUBJECT: Plans for minor drainage in Brookings, north, section, US101

To:

Mr. Tom Edwards

Mr. Ivan D. Merchant

I am attaching hereto copy of a letter from the State Game Commission approving our plans for handling minor drainage in the Brookings, north, sections of US101. In this letter they have approved the layouts which we submitted to them.

G. S. Paxson

GSP:gm
Attach.

cc Mr. D. J. Barbee
Mr. Frank Hall

[illegible] ENMAN CHAIRMAN MEDFORD
[illegible] MITCHELL TAFT
[illegible] VAN WINKLE OREGON CITY
[illegible] RENNER LAKEVIEW
[illegible] WILSON JOSEPH

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
P. O. BOX 4136
PORTLAND 8

January 14, 1958

Mr. G. S. Paxson
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

We have examined the plans for culverts at stream crossings on the State Highway, Brookings to Cape Ferrelo section, and find them to be satisfactory. The streams to be crossed in this area are Taylor, Sky, Harris, Lone Ranch, and Ram Creek. Although anadromous fish are at times present in the extreme lower stretches of the streams, the numbers are not significant.

In addition, our agent reports that several small streams to the north to be crossed are also of no great importance and no special considerations are requested.

It is understood that the plans for crossing Whalehead Creek call for two floodwater culverts and a smaller culvert on a 1.5 per cent gradient for fish passage. In view of the minor importance of this stream, this plan is satisfactory.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By

R. O. Koski
Chief of Liberations

ROK:rmd
cc L. Dean Marriage

FORM E-123X 50M 8-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
NOV 5 1957
FOR FILING

November 4, 1957

Fish Commission of Oregon
307 State Office Building
Portland, Oregon

Oregon State Game Commission
P. O. Box 4136
Portland 8, Oregon

Gentlemen:

The State Highway Commission is now making a location for the new section of US101 from Brookings northerly to Cape Ferrelo. We are crossing five minor drainage areas in this section in which we propose to place box culverts. Enclosed are prints of our vicinity maps for these structures. The five sites are as follows:

1. Taylor Creek - shown on our Drawing 13699. This is a 6' x 6' concrete culvert at Station 1347 and is located in the NE¼ of the NE¼ of Section 26, Township 40 South, Range 14 West.

2. Shy Creek - shown on our Drawing 13700. This is a 6' x 6' concrete culvert at Station 1372. It is located in the SW¼ of the SW¼ of Section 25, Township 40 South, Range 14 West.

3. Harris Creek - shown on our Drawing 13701. This is a 6' x 6' concrete culvert at Station 1407 and is in the SW¼ of the NE¼ of Section 36, Township 40 South, Range 14 West.

4. Lone Ranch Creek - shown on our Drawing 13790. This is an 8' x 8' concrete culvert at Station 1261 and is in the NE¼ of the NE¼ of Section 22, Township 40 South, Range 14 West.

5. Bum Creek - shown on our Drawing 13791 at Station 1280. This is a 4' x 4' concrete box culvert approximately at the one quarter corner between Sections 22 and 23, Township 40 South, Range 14 West.

I am informed that these are all minor drainage streams and that during the summer months they are practically dry. I would, however, appreciate your examination of the structures proposed and any comments you may have on them.

Very truly yours,

W. C. Williams
State Highway Engineer
Original signed
By G. S Paxson
G. S. Paxson
Assistant State Highway Engineer

NOTED
FORREST COOPER

cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Frank Morgan
Mr. Tom Edwards
Mr. P. M. Stephenson

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[illegible]

FOR FILING

BF-124 (12)

5137

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 6, 1958

SUBJECT:

To:

Mr. E. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between Darkenwald Construction Company and L. W. Brooks covering Items 40 and 41 on the Thomas Creek-Cape Ferrelo Contract, No. 5137, Oregon BF-124 (12) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmb

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract on this project, amounting to $19,360 or 1.18%.

NOTED
[illegible] COOPER

RECEIVED
MAY 7 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 18 1958
FOR FILING
EE 134 (12)
5137

file

Salem, Oregon
April 16, 1958

State Force Order

Mr. Larry Allen
Resident Highway Engineer
Box 1067
Brookings, Oregon

This is to advise you that Order for State Force Work No. 1, Account No. 233 covering horizontal drains on the Thomas Creek-Cape Ferrelo Section, Contract 5137, has been approved for Federal participation on a unit price basis.

The Order is set up for $2.00 per foot and that will be the cooperative price. Your Project Cost Report should therefore show this work in lin. ft.

This is the first unit price approval for horizontal drains and it will be a great advantage in record keeping, auditing and Federal collection. Final data will need to include location and length of the horizontal borings.

D. B. Parkes
Contract Payments Engineer

DBP:bb

cc: F. D. Morgan

RECEIVED

08:35

5137

April 16, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-124(12), Thomas Creek-Cape Ferrelo Section, Oregon Coast Highway, State Contract No. 5137 - Order for State Force Work No. 233 - Furnish and Install Horizontal Drains in Cut Slopes - Estimated Total cost $50,000 - Federal Funds $30,000

Dear Sir:

We are approving the use of State forces as being in the public interest under the provisions of PPM 21-6.2, on an agreed unit price basis, for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be accomplished as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contrast the work.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

Original to SHP

RECEIVED
APR 11 1958

FOR FILING

April 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 233 covering installing horizontal drains on the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County, Contract No. 5137, in connection with Federal Aid Project No. F-124(12).

This work is an anticipated item in the contract authorization. The work is necessary to control slides. The contractor is not equipped to do this work. The State has the necessary special boring equipment operated by experienced crews. It is neither practical nor economical to contract the work as the full extent cannot be accurately determined at this time and will need to be done as the contractor's work progresses and necessity arises.

The total estimated amount of the order is $50,000 with Federal Participation of $30,000. Equipment rental rates will be in accordance with the established schedule.

Your approval of this order under the provisions of PPM 21-6.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EBP:cr
Encl.

FORM E-123

RECEIVED
MAR 27 1958
FOR FILING

5137

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Mar. 26, 1958

Darkenwald-Harms
2131 Fulton Ave.
Sacramento, Calif.

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5137, awarded March 7, 1958, for grading on the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 25 1958
FOR FILING

[illegible]

March 24, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 19, 1958, on Contract No. 5137, Thomas Creek-Cape Ferrelo Section, in Curry County, in connection with Federal Aid Project No. BF-124(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

RECEIVED
MAR 21 1958
FOR FILING

(2)

5137

CONSOLIDATED WESTERN STEEL
DIVISION
UNITED STATES STEEL CORPORATION
120 MONTGOMERY STREET
SAN FRANCISCO 4, CALIFORNIA

CABLE ADDRESS
CONSTEEL

TELEPHONE
SUTTER 1-2500

March 17, 1958

State of Oregon
Department of Highways
Engineering Laboratory
2940 State Street
Salem, Oregon

File

Attention: Mr. G. W. Harra, Engineer of Materials

Gentlemen:

NOTED
G. S. PAXSON

Subject: Contract 5137
Curry County: Thomas Creek-Cape Ferrelo Section
Darkenwald Construction Co. & Harms Bros., Joint Venture

The purpose of this letter is to confirm our discussion in your office on March 13, 1958 relative to the above contract on which we are furnishing the Corrugated Metal Pipe, Underdrain and Structural Plate Pipe.

For the Asbestos Bonded Corrugated Metal Pipe, we will furnish your Laboratory with one asphalt coated 8" x 8" Corrugated Metal Sheet and one quart of asphalt material. In our conversation we agreed to furnish you these samples at approximate one week intervals to cover the asphalt coated asbestos bonded pipe on the rail car of material leaving our plant for the succeeding week. For any particular week where our production schedule will not require the shipment of asphalt coated material, we will not be sending you samples. For each sample we will write you a letter indicating the approximate footage of pipe which will be asphalt coated by the material in our dip kettle covered by these samples. Each dip sample will be made in the presence of the State of California Division of Highways Inspector. Samples will be Air-Expressed to your office. We will not asphalt coat any pipe until we have received approval of these dip samples.

The Asbestos Bonded sheets which will be used for the fabrication of Asbestos Bonded Corrugated Metal Pipe will not be tested, in accordance with our conversation, but we will furnish you a chemical analysis of each heat used from our supplier, which is Republic Steel of Canton, Ohio.

For the Half Circle Corrugated Metal Pipe and the 12" Perforated Metal Pipe, which will be fabricated on our South San Francisco plant, we will furnish you three each 2-1/4" x 2-1/4" samples of material for each heat used. These samples will be cut in the presence of a State of California Division of Highways Inspector and will be Air-Expressed to your office. No fabrication will be made of any Copper Steel Corrugated Metal Pipe without prior approval of these samples by you. Since you will be making spelter checks on this material, in accordance with our agreement, we will not be furnishing you a chemical analysis of the material, although this information is available if you should ever desire it.

For the 8" #18 gauge Perforated Hel-Cor, inspection at the plant of our supplier, Armco Drainage at Middletown, Ohio, will not be required. There are approximately three carloads of this material. The first carload will be delivered directly to the jobsite, the balance of the material will be sent through Armco's plant at Portland, Oregon, at which place if you should desire to make visual inspection you may do so. This latter change, not discussed in our conversation, is at the request of Armco Drainage and I am sure that you would have no objections to inspecting this material. The first carload will be shipped to the jobsite direct in order to expedite the placement on the job of a sufficient amount of material for your contractor to proceed with his job. We will furnish you a chemical analysis of each heat used for this pipe.

For the Multi-Plate Pipe which will be fabricated by American Bridge Division, United States Steel Corporation, at the Schiffler Works near Pittsburgh, Pennsylvania, no inspection at plant will be required. Although we did not discuss it, we are instructing American Bridge Division to furnish you asphalt samples in the same manner as outlined above for the Asbestos Bonded material. It is believed that although this was not cleared with you it was certainly implied by our conversation.

On all cuts which we make in our South San Francisco plant on the Corrugated Metal Pipe for this project, we will apply a shop coat of Zinc Oxide Dust Paint. As discussed on the phone by you and Mr. Virgil G. O'Neill, on larger diameters of Half Circle Pipe we will tackweld on 6" centers inside and out instead of riveting. It is believed that this will result in a better structure for you.

As indicated in our conversation, would you kindly telephone the undersigned collect at SUtter 1-2500 in San Francisco on results of your Laboratory tests when completed. We are both, I am sure, immensely concerned in accomplishing the necessary testing with the least amount of delay in order that Darkenwald Construction and Harms Bros. can proceed with their field installation.

The above items are taken from my very brief notes of our conversation and I would appreciate that you check them carefully and acknowledge this letter so that there will be no possible misunderstanding as to the testing of material on this project.

May I say again that Mr. Wilson and I enjoyed our visit to Salem very much. The Cordiality you extended to us was most appreciated. Please extend the same regards to Chuck Hagemann and your very efficient staff. It was a pleasure to be shown your Laboratory and it was particularly interesting to observe your many experiments on asphalt. I, personally, and I know this also applies for Chuck Wilson, learned a great deal.

Very truly yours,

CONSOLIDATED WESTERN STEEL DIVISION

APMiller
A. P. Miller
Plant Contracting Engineer

APM:at
cc: Darkenwald Construction Co. & Harms Bros.
W. O. #37,177-00

RECEIVED
MAR 18 1958
FOR FILING

[illegible]
5137

March 7, 1958

Darkenwald Const. Co., Inc.,
& Harms Brothers
2131 Fulton Avenue
Sacramento, California

Gentlemen:

The State Highway Commission on February 27, 1958, accepted your proposal for grading on the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County for the sum of $1,635,781 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5137.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired: otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 7, 1958

Darkenwald Const. Co., Inc., & Harms Bros.
2131 Fulton Avenue
Sacramento, California

Gentlemen:

Contract for grading the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway, Curry County for which you submitted low bid on February 6, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files
C. W. Head

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MAR 11 1958
FOR FILING
OREGON DISTRICT
[illegible]
5137 08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

March 7, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project BF-124(12), Thomas Creek-Cape Ferello Section of the Oregon Coast Highway, we hereby concur as of this date in award of Contract No. 5137 to Darkenwald Construction Co., Inc. and Harms Bros. of Sacramento, California, low bidder in the amount of $1,635,781.00 at the February 6, 1958 bid opening.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

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MAR 10 1958
FOR FILING

[illegible]

5137

March 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County, Project RF-124(12), to Darkenwald Construction Co., Inc. and Harms Bros. of Sacramento, California, on the basis of the bid of $1,635,781.00 submitted on February 6, 1958.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SHP:la

RECEIVED
MAR 5 - 1958
FOR FILING

BF-124(1-1)

5127

Salem, Oregon
March 5, 1958

Thomas Creek-Cape Ferrelo Section
Oregon Coast Highway
Error in ground line

Mr. S. H. Probert
Office Engineer
Department

As you know, an error was discovered in the ground line on the Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway in Curry County. Letters were directed to the successful bidders, Darkenwald Construction Company, Inc. and Harms Brothers (both Companies having Sacramento, California addresses), notifying them of the error. We now have letters in our file from both firms indicating their approval of the change that will be necessary due to the error and agreeing to proceed with the contract.

Forrest Cooper
Deputy State Highway Engineer

FC:mm

cc Mr. W. C. Williams
Mr. Tom Edwards

RECEIVED
FEB 21 1958
FOR FILING
BF-124(12)

2137

February 20, 1958

Darkenwald Construction Company, Inc.
2131 Fulton Avenue
Sacramento, California

Harms Brothers
5261 Stockton Boulevard
Sacramento 17, California

Gentlemen:

Thomas Creek-Cape Ferrelo Unit
Oregon Coast Highway

You were recently the successful bidders for the grading unit on the caption-named section of highway in Curry County. Since the opening of the bids it has come to our attention that the ground line shown on the profile, Station 1105 to Station 1216+50, was in error. I am forwarding herewith to each of you one set of plans on which the ground line has been shown correctly. The estimate of quantities that was shown on the original plans was correct and was based on the ground line shown on these revised plans.

When the Highway Commission meets February 27 and 28, the members will consider the award of this job and the contract will be sent to you for execution. The execution of this contract will be based on the correct plans, and your execution of the same will indicate your approval and acceptance of the plans on the same basis as though they were the same plans you used in making up your bid which accompanied the proposal. If the above meets your approval, please sign the attached copy of this letter and return it.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl Mr. Forrest Cooper
Mr. H. B. Glaisyer
Mr. S. H. Probert
Mr. Tom Edwards
Mr. F. D. Morgan

Approved ______________________

LHY:jc hi

(Sheets #6, 7, 8, 9 BF-124(12)
Feb. 1958 Ground Line Profile, revised)

FORM E-128X 50M 5-57

COMMISSIONERS

CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 20, 1958

Darkenwald Construction Company, Inc.
2131 Fulton Avenue
Sacramento, California

Harms Brothers
5261 Stockton Boulevard
Sacramento 17, California

Gentlemen:

Thomas Creek-Cape Ferrelo Unit
Oregon Coast Highway

You were recently the successful bidders for the grading unit on the caption-named section of highway in Curry County. Since the opening of the bids it has come to our attention that the ground line shown on the profile, Station 1105 to Station 1216+50, was in error. I am forwarding herewith to each of you one set of plans on which the ground line has been shown correctly. The estimate of quantities that was shown on the original plans was correct and was based on the ground line shown on these revised plans.

When the Highway Commission meets February 27 and 28, the members will consider the award of this job and the contract will be sent to you for execution. The execution of this contract will be based on the correct plans, and your execution of the same will indicate your approval and acceptance of the plans on the same basis as though they were the same plans you used in making up your bid which accompanied the proposal. If the above meets your approval, please sign the attached copy of this letter and return it.

Very truly yours,

W. C. Williams
State Highway Engineer

NOTED
FORREST COOPER

Encl.

RECEIVED
FEB 25 1958
OREGON
STATE HIGHWAY COMMISSION

Approved H. G. Darkenwald
~~PRESIDENT~~
PRESIDENT, DARKENWALD CONSTRUCTION CO., INC.

FORM E-123X 50M 8-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 20, 1958

Darkenwald Construction Company, Inc.
2131 Fulton Avenue
Sacramento, California

REFERRED TO
Edwards
By State Highway Engineer

Harms Brothers
5261 Stockton Boulevard
Sacramento 17, California

Gentlemen:

Thomas Creek-Cape Ferrelo Unit
Oregon Coast Highway

You were recently the successful bidders for the grading unit on the caption-named section of highway in Curry County. Since the opening of the bids it has come to our attention that the ground line shown on the profile, Station 1105 to Station 1216+50, was in error. I am forwarding herewith to each of you one set of plans on which the ground line has been shown correctly. The estimate of quantities that was shown on the original plans was correct and was based on the ground line shown on these revised plans.

When the Highway Commission meets February 27 and 28, the members will consider the award of this job and the contract will be sent to you for execution. The execution of this contract will be based on the correct plans, and your execution of the same will indicate your approval and acceptance of the plans on the same basis as though they were the same plans you used in making up your bid which accompanied the proposal. If the above meets your approval, please sign the attached copy of this letter and return it.

Very truly yours,

W. C. Williams
State Highway Engineer

CONSTRUCTION DIVISION
RECEIVED

NOTED
FORREST COOPER

Encl.

Harms Bros
Approved by [illegible]
Partner

FORM 830 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

Roseburg, Oregon
February 13, 1958

SUBJECT: Thomas Creek-Cape Ferrelo Unit
U S 101

To: Tom Edwards
Construction Engineer

Enclosed find one copy of subject construction plans. Note that an error appears continuous from page 5 to page 9 in that the natural ground line is shown as the projected line from the aerial maps. We have corrected this line by showing in red the actual ground line from the levels run on location.

We did not pick up this error sooner as the working profile and all location data was in Salem until just recently. Apparently two men worked on this profile in your office. The first man copied the correct profile, but the second man copied the incorrect one of the two shown and labeled.

We believe that the contractor on this project should be officially notified by your office of this mistake. The quantities and other features are correctly shown.

F.F. Klaboe
Ass't Division Engineer

sc
Enc.

Copy of letter to [illegible] 2-[illegible]-58
With request for corrected sheets
and agree to furnish [illegible]
[illegible]

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FOR FILING

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[illegible]

February 12, 1958

State of Oregon
Highway Department
Salem, Oregon

Attn: Mr. J. W. DeSouza

Dear Mr. DeSouza:

We are in receipt of your letter of January 29, 1958 concerning moving some of our facilities for new highway construction.

We are combining the facilities involved, Station 1135-1210, with the part involved in a previous section of highway construction. The total of our facilities involved being a section of our Gold Beach - Brookings transmission line approximately 3-1/2 miles long.

We are in the process of obtaining data on a relocation of our transmission line. We are endeavoring to secure new rights-of-way East of our present location. This will enable us to construct and cut over to new facilities more economically and keep outage time at a minimum. At present this is our only feeder line into the Brookings area. Too, only once would our crews interfere with the highway work - when we remove our existing facilities.

The estimate of costs involved will be sent to the Resident Engineer at Brookings, Oregon as soon as data is obtained. Our personnel will contact the Resident Engineer concerning any questions in this matter.

Very truly yours,

Coos-Curry Electric Cooperative, Inc.

Bruce Shavers, Manager

BS/vb
ac
cc: Mr. Forrest Cooper, Salem, Oregon ✓
Mr. Larry Rulien, Brookings, Oregon

FORM E-123X 80M 9-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN 31 1958
FOR FILING

January 29, 1958

Coos-Curry Electric Co-op.
71 West First Street
Coquille, Oregon

Re: Coos-Curry Electric Co-op.
Power Line Adjustment
Thomas Creek-Cape Ferrelo
Oregon Coast Highway
Curry County

Gentlemen:

Bids on the above titled project will be received on February 6, 1958, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the moving of your line between Highway Engineer's Stations 1135 and 1210.

In view of the fact that these facilities are located on private property, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of the facilities, exclusive of any improvements in the value thereof not made necessary by the rearrangement, with credit for proper salvage values derived from your existing facilities.

In order that the Highway Commission may comply with the conditions of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957, it is requested that you submit to Mr. Larry Rulien, Resident Engineer, Brookings, Oregon, an estimate of the cost of the work. This estimate should be segregated as to labor, equipment rentals, materials, miscellaneous expenses and estimated salvage. Your billing also should be sent to Mr. Rulien.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. Frank Morgan
Mr. R. L. Porter
Mr. Larry Rulien
Mr. F. W. Farrar

RECEIVED
JAN 31 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING
OREGON DISTRICT
08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

January 22, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project BF-124(12), Thomas Creek-Cape Ferrelo Section of the Oregon Coast Highway. This is to authorize your advertising for bids.

Since we did not receive the plans until yesterday, this authorization is given with the understanding that any undesirable features which may be revealed by a more thorough examination of the plans and special provisions than time now permits, will be corrected prior to opening of bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

CGPolk
C. G. POLK
Division Engineer

RECEIVED
JUN 15 1959

NOTED
W. C. WILLIAMS

RECEIVED
1959
OFFICE OF
STATE HIGHWAY ENGINEER

A

June 7, 1959

FINAL COST ANALYSIS

Richardson-Siuslaw River Section
Contract No. 5138

Grading
Contractor: Hudspeth Pine, Inc.
Resident Engineer: Geary Worth

Richardson-Eugene Hwy.
Prefix 120-1034

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	12,920.00		27,853.76	12,920.00
Felling Danger Trees	13.25	Sq. Ft.	3.00	1.503	19.92	39.75
Drainage Excav., Unclass.	1,148.74	Cu. Yds.	3.00	3.13	3,599.13	3,446.22
General Excav., Unclass.	225,368.8	Cu. Yds.	0.59	1.42	320,164.32	132,967.59
Short Overhaul	467,852	Yd. Sta.	0.01	0.016	7,634.60	4,678.52
Long Overhaul	19,129.3	C-Yd. Sta.	0.50	0.817	15,639.79	9,564.65
Finish R.B. & Slopes	3.23	Mile	900.00	1,468.67	4,743.82	2,907.00
Rounding Cutbanks	5,485	Lin. Ft.	0.20	0.33	1,803.63	1,097.00
18" C.M.P.	757	Lin. Ft.	4.25	4.06	3,077.82	3,132.25
30" C.M.P.	126	Lin. Ft.	10.00	9.21	1,160.10	1,260.00
48" C.M.P.	66	Lin. Ft.	22.00	19.95	1,316.86	1,452.00
72" C.M.P.	162	Lin. Ft.	38.00	30.09	4,874.52	6,156.00
12" Concrete Pipe	165	Lin. Ft.	2.25	2.05	337.83	371.25
18" Concrete Pipe	759	Lin. Ft.	3.50	3.31	2,513.20	2,656.50
24" Concrete Pipe	66	Lin. Ft.	5.50	5.12	337.60	363.00
6" Perf. Metal Dr. Pipe, Unctd.	822	Lin. Ft.	2.00	1.81	1,486.15	1,644.00
Special backfill in drains	51	Lin. Ft.	10.00	8.37	427.11	510.00
*Class "A" Concrete	87.72	Cu. Yd.	80.00	68.00	5,964.96	7,017.60
*Metal reinforcement	13,691	Lb.	0.16	0.14	1,916.74	2,190.56
Sprinkling	110.2	M-Gal.	3.50	2.30	253.77	385.70
PA#1 Cement Adj. (Favor Cont.)	4.18	Bbl.	4.92	4.92	20.57	20.57

Final Cost Analysis - Contract No. 5138
Richardson-Siuslaw River Section

June 7, 1959

PA#2 36" Concrete Pipe	12	Lin. Ft.	12.00	10.91	130.90	144.00
Force Account (Part Flagging)					1,631.89	1,833.45
					$ 406,908.99	$ 196,757.61

Total Cost	$ 406,908.99
Gross Revenue	196,757.61
Net Loss	$ 210,151.38

Net Loss 106.8% of Gross Revenue

* Work done by Hannon Bros.

DETAIL OF COST - Contract No. 5138

Labor:					
Supervision				$ 12,447.52	
Labor				150,596.94	
Labor Insurance				14,568.86	$ 177,613.32
Materials:					
18" C.M.P.	757 Lin. Ft.	@	$3.03	2,293.71	
18" Bands	25 each	@	$3.03	75.75	
30" C.M.P.	126 Lin. Ft.	@	$5.78	728.28	
30" Bands	6 each	@	$5.78	34.68	
48" C.M.P.	66 Lin. Ft.	@	$12.56	828.96	
48" Bands	4 each	@	$12.56	50.24	
72" C.M.P.	162 Lin. Ft.	@	$24.55	3,977.10	
72" Bands	6 each	@	$49.10	294.60	
12" Concrete Pipe	165 Lin. Ft.	@	$1.00	165.00	
18" Concrete Pipe	759 Lin. Ft.	@	$2.05	1,555.95	
24" Concrete Pipe	66 Lin. Ft.	@	$3.16	208.56	
6" Perf. Metal Dr. Pipe, Unctd.	822 Lin. Ft.	@	$0.84	690.48	
6" Bands	38 each	@	$1.07	40.66	
36" Concrete Pipe	12 Lin. Ft.	@	$5.45	65.40	
Special Backfill	51 Cu. Yd.	@	$7.18	366.18	
Waterpipe and fitting (used on force account)				42.24	
1-1/2"-0 Crushed gravel (used on force account)	97 Cu. Yds.	@	$6.10	591.70	12,009.49
Equipment Rental and Miscellaneous Supplies:					
Equipment Rental				132,218.65	
Gas, Oil, and Grease				16,269.27	
Explosives and Drill Steel				34,050.27	
Freight and Cartage				4,554.26	
P. L. and P. D. Insurance				2,001.11	
Bond				1,730.12	
Bond (Railroad)				213.00	
Small tools and Misc. Supplies				2,677.99	
Home Office and General Overhead				15,669.24	209,383.91
Subcontract					7,902.27
				TOTAL COST	$ 406,908.99

Remarks: - Contract No. 5138

This was a "Federal Aid Secondary Project" calling for the construction of 3.23 miles of highway roadbed and one reinforced concrete box culvert on the Richardson-Siuslaw River Section of the Richardson-Eugene Highway in Lane County. The project was bid February 6, 1958 and awarded March 12, 1958. Work started February 25th and was completed October 24, 1958.

The contractor moved in his crew and equipment, which consisted of one D6 and dozer, February 26th, and started clearing. More equipment was moved in and work showed good progress at first, but with the inexperienced contractor and inclement weather, progress was very slow. The clearing work continued until in September before it was completed.

On march 5th, the contractor moved in drilling equipment and started drilling in the sand stone cut at Sta. 552 and 556 with the thought in mind of a big shot and a lot of powder which resulted in putting most of the rock in and across the river. This rock later had to be removed some of which was handled two to three times. The following equipment was used on the grading work: one D9 and dozer with hyd. ripper, five D8's and dozers two of which also worked with two #70 scrapers, one 600, one 315, one 125, and one 105 compressors, one air-track drill, one wagon drill, three jackhammers, two DW15's and scrapers, one #12 blade, one 2-1/2-yard shovel, two euclid 12-yard trucks, one water truck, and other equipment used for maintenance. The contractor had two classifications to work with, common and solid. The solid, being sandstone, broke big and required considerable amounts of redrilling and shooting. The common in some of the excavated areas was blue clay which was very wet.

The contractor shows a large loss on this project, except for the last month before the completion of the work, due to a complete lack of supervision. The contractor realized this and took the loss along with the experience which he did not have when he took the contract.

M.N. Juve
Chief Cost Analyst

By

C.E. Layton

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OREGON STATE HIGHWAY DEPARTMENT
(date)

April 24, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
~~5138~~	11 Final	Hudspeth Pine, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9490	H242643	$5,978.26	4/24/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **120 workdays from March 22, 1958**

Time Extensions: **None of record**

Completion Date: **October 24, 1958**

Date Accepted: **March 5, 1959**

Penalties: **None of record**

Claims: one from Hannan Bros.

Remarks: Surety notified Dec 11, 1958
No request from them to hold up payment

Date: **April 24, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: APR 27 1959
Jc

NOTED ON CARD
lc

RECEIVED
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234 (12)
5138

CERTIFIED MAIL April 15, 1959

US Fidelity & Guaranty Company
Lotus M. Conser, Manager
201 Portland Trust Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway Contract #5138 for work performed on the Richardson-Siuslaw River Section of the Richardson-Eugene Secondary Highway in Lane County was completed by the contractor, Hudspeth Pine, Inc., on October 24, 1958 and was formally accepted by the Highway Commission on March 5, 1959.

Final payment in the amount of $5,978.26 will be released to the contractor on or after April 25, 1959. The total contract amount is $196,757.61 of which amount $1,833.45 represents force account items.

There are claims filed against this project, of which you have been previously notified, in the amount of $1,018.89.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

A

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[illegible] 1959
FOR FILING
8234(12)
5138

April 10, 1959

Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

Attention: Otis Van Blaricom

Dear Mr. Van Blaricom:

We have checked with the Office Engineering Division concerning final payment on Contract No. 5138 awarded to Hudspeth Pine, Inc. for work on the Richardson-Siuslaw River. They advise us that the final payment voucher is being processed, and the check should be in your office in about two weeks.

I might add that of the prospective two weeks involved, ten days is required to notify the surety before the check can be released.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

GENERAL CONTRACTORS

April 9, 1959

State of Oregon
State Highway Department
Salem, Oregon

Re: The Contractor Hudspeth Pine, Inc.
Contract Number 5138
Richardson-Siuslaw River Project

Gentlemen:

Would you please advise us why we have not received the final payment of $5,900.39 as the above job has been completed since last November. I have talked to Mr. Geary Worth, the project engineer, several times on the phone and he says that he has approved the final closing papers and that we should have received our check. This contract was let under the name of Hudspeth Pine, Inc.

We would appreciate a prompt reply or check as soon as possible.

Yours truly,
KEYSTONE CONSTRUCTION CO., INC.

Otis Van Blaricom

about 2 weeks

OVB:pb

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OREGON
STATE HIGHWAY COMMISSION

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A-324 (12)

5138

Feb. 6, 1959

CERTIFIED MAIL

United States Fidelity & Guaranty Co.
Lotus M. Conser, Manager
201 Portland Trust Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Hudspeth Pine, Inc., in connection with Contract No. 5138, for grading on the Richardson-Siuslaw River Section of the Richardson-Eugene Highway in Lane County.

This payment, in the amount of $3,498.98, will be released to the contractor on or after February 16, 1959. The retained percentage is $5,900.39.

There is a claim filed against this project by Hannan Bros. Company for box culvert, with balance due in amount of $1,018.89.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

NOTED ON CARD

Form E-1-

S 334 (12)
5138

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report No. 50

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 23, 1959

Section Richardson-Siuslaw River
Highway Richardson-Eugene County Lane
Contractor Hudspeth Pine, Inc.
Date of contract March 12, 1958
Date work started February 26, 1958
Project authorization $ 229,571.44
Exclusive of engineering $ 213,246.36

Kind of work Grading
Section prefix 120-1034
Contract number 5138
Specified work days 120 From March 22, 1958
Work days used 114
Per cent of time elapsed 95 %

Estimated cost of completed project, exclusive of engineering $ 203,776.05
Estimated per cent overrun or underrun Under-Run 4.5 %
Per cent of contract completed, based on total contract price 94.7 %
Engineering authorization $ 16,325.08
Engineering cost to date $ 23,291.37, 142.7 %
Date project was completed October 24, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final completed except for a few hours typing and letter of transmittal. Will be sent to Roseburg Monday A.M.

Supt. Arthur Chinn was in office to see what arrangements can be made to get rest of belongings moved out that they presently are unable to reach because of soft grade.

Unless otherwise instructed this will be the last weekly report on this project.

F. D. Morgan was in Eugene Thursday and conferred on problems.

CONSTRUCTION DIVISION
RECEIVED
JAN 26 1959
NOTED- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Noted
[illegible]

NOTED
[illegible]

Signed Geary H Worth
Address 2191 E. 15th St., Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.23				
Miles partially completed	0.00				
Miles completed	3.23				
Total estimated quantities (contract)	223,800 C.Y.				
Total quantities corrected to date	224,337.7C.Y.				
Estimated quantities moved or placed to date	224,337.7 C.Y.				
Average daily quantities	0				
Average daily quantities necessary to complete project on time	0				
Number shifts per day	0				
Hours per shift	0				
Average force on project for week	0				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., **Power graders** ...., **Rollers** ...., **Mixers** ...., **Crushing or screening plants** ....

Compressors ...., **Bulldozers** ...., **Compaction rollers** ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Cloudy		
Friday			
Saturday			

RECEIVED

FOR FILING

When replying, refer to:
08-35.4

S 234 (12)

5138

January 15, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project S-234(12), Richardson-Siuslaw River Section, Richardson-Eugene Highway, State Contract No. 5138 - Order for State Force Work No. 224-238, Seeding and Mulching Slopes. Estimated Cost $1,440. Federal Funds $864.

Dear Sir:

We are approving the use of State Forces as being in the public interest under the provisions of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has specialized equipment and trained personnel to perform the work most economically.

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

NOTED

Orig. to Portland

RECEIVED
JAN 5 - 1959
FOR FILING

S-234 (12)

5138

December 30, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224, 238 covering seeding and mulching the Richardson-Siuslaw River Section of the Richardson-Eugene Highway in Lane County, Contract No. 5138, in connection with Federal Aid Project No. S-234(12).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews. The amount is too small to contract.

Your approval of this order, at agreed unit prices, under the provisions of FPM 21-6.3 is requested.

The total estimated amount of the order is $1,440.00, with Federal participation of $864.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:or
Encl.

RECEIVED
DEC 30 1958
FOR FILING

S-224 (12)

5133

PHONE [illegible]
OFFICE: ROBINSON BLDG.
P. O. BOX 627

K

GENERAL CONTRACTORS

December 23, 1958

State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query,
Secretary

Dear Sir:

In answer to your letter of December 9, 1958 written to the U. S. Fidelity & Guaranty Company, we wish to inform you that we paid Hannon Bros. Co. of Portland, Oregon the following money which was based on State Estimate No. 8 which was the last estimate we had in our files as of December 12, 1958. Taking the figures from Estimate 8, Hannon Bros. had $7,881.70 earned of which we had already paid them $6,890.40 leaving $991.30 still owing them, withholding 7½% of the gross due left him $400.17 due him from Estimate 8 and that check was mailed to him on December 12, 1958.

Hoping this information will clear the matter for the present.

Yours truly,
KEYSTONE CONSTRUCTION CO., INC.

OTIS VAN BLARICOM,
Office Manager

NOTED
FLOYD QUERY

OVB:ms
CC: U. S. Fidelity & Guaranty Co.
Wheeler-Boyd & Co.

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NOTED ON CARD
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~~Atth.~~
JBH

RECEIVED
DEC 12 1958
FOR FILING

S 534 (12)

5138

December 9, 1958

U. S. Fidelity & Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Gentlemen:

Attached is a photocopy of a letter received from Hannan Bros. Co., Portland, addressed to Wheeler-Boyd & Co., Portland, stating that Hudspeth Pine, Inc., Prineville, owes them the balance of $1,018.89 for construction of a reinforced box culvert on our Contract No. 5138 for grading the Richardson-Siuslaw River Section of the Richardson-Eugene Highway in Lane County.

This information is furnished as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp
CC:
Wheeler-Boyd & Co.
Prineville, Oregon

Wheeler-Boyd & Co.
Pacific Building
Portland, Oregon

Hudspeth Pine, Inc.
P. O. Box 458
Prineville, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD
em

RECEIVED
DEC 12 1958
FOR FILING

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~~[illegible]~~

files

December 9, 1958

Hannan Bros. Co.
8410 S. E. Otty Road
Portland, Oregon

Attention: Mr. Henry Hannan

Gentlemen:

This will acknowledge the carbon copy of your letter of December 4, 1958, addressed to Wheeler-Boyd & Co., Prineville, informing them that you had constructed a reinforced box culvert for Hudspeth Pine, Inc., Prineville, under State Highway Contract No. 5138 on the Richardson-Siuslaw River Section of the Richardson-Eugene Highway in Lane County, and that you have a balance due of $1,018.89.

This project was completed on October 24, 1958, but has not yet been accepted by the State Highway Commission. The U. S. Fidelity and Guaranty Co., Portland, through Wheeler-Boyd & Co., Prineville, furnished the performance bond for this project, which bond is given to assure completion of the contract and payment of all bills incurred.

If you are unsuccessful in securing the money due you, and if you desire to protect your claim for a period longer than six months following acceptance of the contract by the Highway Commission, you should file a claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the filing procedure.

This information will be noted in our records and we will advise the surety and the contractor regarding receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

NOTED ON CARD

HANNAN BROS. CO.
GENERAL CONTRACTORS
8410 S. E. OTTY ROAD
PORTLAND, OREGON

Dec. 4, 1958

Wheeler-Boyd & Co.
Pacific Building
Portland, Oregon

Attention: Mr. John Boyd

Dear Sirs:

We have a contract with Hudspeth Pine, Inc., Prineville, Oregon, for the construction of one reinforced concrete box culvert under Oregon State Highway Contract No. 5138 on the Richardson-Suislaw River Section of the Richardson-Eugene Highway in Lane County.

Our work on this contract was completed and accepted by the State Highway Department by April 15, 1958. Under the terms of the contract we were to receive full payment within ninety days after completion and acceptance by the State Highway Commission. According to the final quantities for this job furnished us by the State Highway Department, we have a balance due of $1,018.89.

Since it has been well over four months beyond the due date for this payment and inasmuch as our requests for payment have been ignored, it will be necessary for us to take action to secure this balance.

Very truly yours,

HANNAN BROS. CO.

Henry Hannan
Partner

HH/r

cc: Hudspeth Pine, Inc.
State Highway Department ✓

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DEC 8 1958
OREGON
STATE HIGHWAY COMMISSION

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DEC [illegible] 1958
FOR FILING
FORM 230—50M—6-56—96654

S-234 (1-)

5155

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
Dec. 5, 1958

SUBJECT: Contract No. 5138
Third Notification

To:

D. B. Parkes
Contract Payments Supervisor
Salem, Oregon

Contract No. 5138, Richardson-Siuslaw River, Third Notification, Estimated date of 11-15-58, cannot be sent in yet because the contractor still has property on the job. Since this was a grading job, and is not yet rocked, he has been unable to get in to get his property because of wet weather. He would tear up the grade, so must wait for dry weather or a freeze.

We are aware that it is yet to be sent in and will do so immediately following completion.

Geary H. Worth.

Geary H. Worth
Resident Engineer

A

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NOV 21 1958
FOR FILING

1-534 [illegible]

5-[illegible]

Nov. 20, 1958

CERTIFIED MAIL

United States Fidelity and Guaranty Co.
Lotus M. Conser, Manager
201 Portland Trust Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Hudspeth Pine, Inc., a portion of the funds heretofore retained by the Commission on Contract No. 5138, for grading on the Richardson-Siuslaw River Section of the Richardson-Eugene Highway in Lane County.

This payment, in the amount of $15,054.02, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $5,422.48. The present payment will be released on or after Dec. 1, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

NOTED ON CARD

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NOV 1958

FOR FILING 90

Contract 5138

COPY SENT A
NOV 17 1958
Washington

Monthly transaction number	PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number S-234 6 (12)	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Lane
5138		Project number S-234(12)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **July 23**, 19**58**, is hereby modified as follows:

~~Revised~~ estimated total cost of project	$ **300,093.00**
~~Revised~~ Federal funds	$ **185,400.00**

Other revisions

To include January 3, 1958 as the effective date of authorization of preliminary engineering inadvertently omitted from original project agreement dated July 23, 1958.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **17** day of **November**, 19**58**.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Forrest Cooper

~~Deputy~~ **State Highway Engineer**
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

CGPolk
By **C. C. Polk**
Division Engineer

USComm-DC 11170

RECEIVED 1958 FOR FILING

Contract 5138

COPY SENT A NOV 17 1958 Washington

Monthly transaction number 90	PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number S 234 6 (12)	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Lane
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All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **17** day of **November**, 19**58**.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(Title)

By ______

______
(Title)

By ______

______
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By CG Polk
C. G. Polk
Division Engineer

USComm-DC 11170

November 12, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreements, signed by the Highway Commission, for the Richardson-Siuslaw River Section, Project No. S-234(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:mfh

Monthly Transaction No. 7-88 JUL 31

Project Report No. 5-234(12)

Fo R-2
(9-12-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

ate Oregon

County Lane

Project No. S-234(12)

5138

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Richardson-Siuslaw River Section - from Richardson southeast approximately 3.2 miles on State Highway 220.**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	1-3-58	3.285
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 300,093.00	$ 185,400.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By ____________________
(title)

By ____________________
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer July 23, 1958

USComm-DC 40257

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Richardson-Siuslaw River Section, Project No. S-234(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

FORM E-123-X 25M 5-58

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Richardson-Siuslaw River Section, Project No. S-234(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

July 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four (4) copies of estimate as a basis for project agreement for the Richardson - Siuslaw River Section, Project No. S-234(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

Oregon State Highway Department

Federal Aid Secondary
Project No. S-234(12)

RICHARDSON-SIUSLAW RIVER SECTION OF THE
RICHARDSON-EUGENE HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 1, 1958

Type Code P.E.

Preliminary Engineering	All	Required		$ 7,000.00

Type Code 0010
Roadway (Station 467+05.33 to Station 640+50)(Contract No. 5138)

Clearing and Grubbing	All	Required		12,920.00
Felling Danger Trees	28	sq. ft.	$ 3.00	84.00
Drainage Excavation, Unclassified	1,600	cu.yds.	3.00	4,800.00
General Excavation, Unclassified	223,800	cu.yds.	0.59	132,042.00
Short Overhaul	402,000	yd. stas.	0.01	4,020.00
Long Overhaul	15,300	C-yd.stas.	0.50	7,650.00
Finishing Roadbed and Slopes	3.23	miles	900.00	2,907.00
Rounding Cutbanks	5,600	lin.ft.	0.20	1,120.00
18 Inch Corrugated Metal Pipe	790	lin.ft.	4.25	3,357.50
36 Inch Corrugated Metal Pipe	54	lin.ft.	10.00	540.00
48 Inch Corrugated Metal Pipe	160	lin.ft.	22.00	3,520.00
72 Inch Corrugated Metal Pipe	170	lin.ft.	38.00	6,460.00
12 Inch Concrete Pipe	100	lin.ft.	2.25	225.00
18 Inch Concrete Pipe	820	lin.ft.	3.50	2,870.00
24 Inch Concrete Pipe	80	lin.ft.	5.50	440.00
6 Inch Perforated Metal Drain Pipe, Uncoated	1,400	lin.ft.	2.00	2,800.00
Special Backfill in Drains	300	cu.yds.	10.00	3,000.00
Class "A" Concrete	94	cu.yds.	80.00	7,520.00
Metal Reinforcement	14,800	lbs.	0.16	2,368.00
Sprinkling	220	M-gals.	3.50	770.00
				$199,413.50
Flagging (57½% of Contractor's Cost)				500.00
		Subtotal		$199,913.50
		10% Engr. & Cont.		19,991.35
		Total		$219,904.85

Type Code 7421
Siuslaw River Bridge (Station 631+13 to Station 631+73)(Contract No. 5179)

Structural Excavation	250 cu.yds.	$ 9.00	$ 2,250.00
Furnish Steel Piling	510 lin.ft.	5.00	2,550.00
Drive Steel Piles	12 only	70.00	840.00
Class "A" Concrete	612 cu.yds.	70.00	42,840.00
Metal Reinforcement	157,000 lbs.	0.115	18,055.00
	Subtotal		$66,535.00
	10% Engr. & Cont.		6,653.50
	Total		$73,188.50

Length of Roadway	3.236 Miles
Length of Structure	0.049 Mile
Total Length	3.285 Miles
Cost of Roadway Per Mile	$67,955.76

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 7,000.00	$ 4,000.00	$ 3,000.00
Roadway	219,904.85	136,100.00	83,804.85
Structure	73,188.50	45,300.00	27,888.50
	$300,093.35	$185,400.00	$114,693.35

State Funds For Construction: Chap. 175, laws 1927; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
OCT 31 1958
FOR FILING

S-234(12)

5138

October 30, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 24, 1958, on Contract No. 5138, Richardson-Siuslaw River Section, in Lane County, in connection with Federal Aid Project No. S-234(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Mr. C. G. Swanson

DEP:lmr

RECEIVED
OCT 22 1958
FOR FILING

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5138

CON RSB 167 10-17-58 1121 AM

TOM EDWARDS

HAVE MADE FINAL INSPECTION AND HAVE ACCEPTED FOLLOWING PROJECTS.

1. EAST UNIT, KNOWLES CREEK CONTRACT NO. 5074
2. Cloverdale-COATS FORK BRIDGE CONTRACT NO. 5056

INSPECTED RICHARDSON-SIUSLAW RIVER SECTION OF RICHARDSON-EUGENE SEC. CONTRACT NO. 5138. THIS PROJECT WILL BE COMPLETED BY WEDNESDAY OCTOBER 22ND.

F D MORGAN

SE

9-57-2M

RECEIVED
JUL 8 - 1958
FOR FILING

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON
L. R. SMITH
SUPERINTENDENT

B-2660-B

IN REPLY PLEASE REFER TO
571-1

July 3, 1958

Hudspeth Pine Company
Prineville, Oregon

REFERRED
Cooper

Gentlemen:

Referring to your contract with the Oregon State Highway Commission for road construction in the vicinity of our Coos Bay Branch between the stations of Richardson and Austa.

Your blasting operations for this construction will endanger our facilities. To provide ample protection it will be necessary for us to furnish flag protection during your blasting operations on certain portions of this work.

We will arrange with the Oregon State Highway Resident Engineer Mr. Gary Worth to provide flag protection when required, cost of which must be collectible.

It is estimated that flagmen will be required for approximately four weeks to protect our facilities at a cost of $460.00.

Will you please arrange to furnish a deposit in this amount so that we may be adequately protected?

Yours truly,

(Signed) L. R. SMITH

cc: Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Mr. Gary H. Worth, Resident Engineer
Oregon State Highway Department
2191 East 15th Street
Eugene, Oregon

NOTED
FORREST [illegible]

RECEIVED
JUL 7 1958
OREGON
STATE HIGHWAY COMMISSION

FORM E-138

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR 1 1958
FOR FILING
8-334 (12)
5138

Mar. 31, 1958

Hudspeth Pine, Inc.
P. O. Box 458
Prineville, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5138, awarded March 12, 1958, for grading on the Richardson-Siuslaw River Section of the Richardson-Eugene Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 26 1958
FOR FILING

March 26, 1958

CERTIFIED MAIL

Hudspeth Pine, Inc.
Prineville, Oregon

Gentlemen:

Attached is your Certified Check No. 942 in the amount of $10,000.00, submitted as a bid guaranty on February 6, 1958 with your proposal for the Richardson-Siuslaw River Section of the Richardson-Eugene Highway project in Lane County, on which you were the low bidder. As the contract has been signed and the bond approved for this contract, No. 5138, we are returning your check.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. John Herr - Acct. Dept.

fp

RECEIVED
MAR 19 1958
FOR FILING

8-234 (12)

[illegible]

March 19, 1958

Mr. Lester C. Dunn
District Manager
Bureau of Land Management
Post Office Box 392
Eugene, Oregon

Dear Sir:

Reply is made to your letter of March 11, 1958, directed to Mr. F. D. Morgan, concerning the possibility of a cooperative contract in conjunction with work which you plan to do through the Bureau of Public Roads for the Bureau of Land Management on the Whittaker Creek Federal Access Road, the surfacing of the Siuslaw River Access Road, and stock piling of rock from the Whittaker Quarry.

Please be advised that we do not have monies programmed at the present time for surfacing in the Mapleton-Walton area. These will probably be programmed at a later date and in all probability after you have completed the work which you now contemplate.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. F. D. Morgan

TE:ar fn

FORM E-30X—37,900—8-57—6584

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Mar. 19, 1958

SUBJECT:

Whittaker Creek Quarry Prospect
Richardson-Siuslaw River Sec.
Richardson-Eugene Highway

To:

Tom Edwards
Construction Engineer
Salem, Oregon

Reference is made to past correspondence concerning our attempt to test the Whittaker Creek Quarry prospect as a source of suitable rock to be used on the Richardson-Siuslaw River Section. Past correspondence has indicated that the Bureau of Land Management had contemplated a road construction project through this area. I attach hereto a copy of a letter received from Mr. Lester C. Dunn, District Manager, U. S. Department of Interior, Bureau of Land Management at Eugene. I have discussed this matter with Mr. Dunn while in Eugene on Tuesday of this week. He had other correspondence which indicated that the Bureau of Land Management, through the Bureau of Public Roads, plans to advertise a road construction project in the Whittaker Creek area on May 22 of this year. Bids will be opened on this project June 24th and work will start shortly.

Mr. Dunn indicates in the attached letter that the Bureau of Land Management would consider a cooperative agreement with the State Highway Department if the State should desire a rock production project to be included in their contract. It is my feeling that the road construction project under the Bureau of Public Roads should proceed as scheduled. This construction would not interfere with the State's desire to have rock crushed from this quarry at some future date. This Bureau of Land Management project would also complete a haul road and develop a quarry face which should be available to the State Highway Department next year, or at some future date.

Will you please advise the Bureau of Land Management regarding your desires as to the merits of an cooperative agreement.

F D Morgan

F. D. Morgan
Division Engineer

dls
encl.

[illegible] REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
P. O. Box 392
Eugene, Oregon

March 11, 1958

Mr. F. D. Morgan, Division Engineer
State Highway Department
Roseburg, Oregon

Re: Your File #27701 U.S.Government
Richardson-Siuslaw River Section
Richardson-Eugene Highway
Lane County

Dear Mr. Morgan:

Your undated letter concerning your application for free use of rock in the Whittaker Creek area for use in surfacing the Richardson-Austa and the Austa-Walton Section of the Richardson-Eugene Highway was received here on March 10, 1958.

As I discussed with you by telephone today, I was advised that the State Office of the Bureau of Land Management is planning to proceed with letting a contract for construction of the Whittaker Creek Federal Access Road, the surfacing of the Siuslaw River Access Road and stock piling of rock from the Whittaker Quarry. If the State Highway Department so desires it can be included in the rock production contract by depositing sufficient money with the Bureau of Public Roads to cover the amount of rock required by the State.

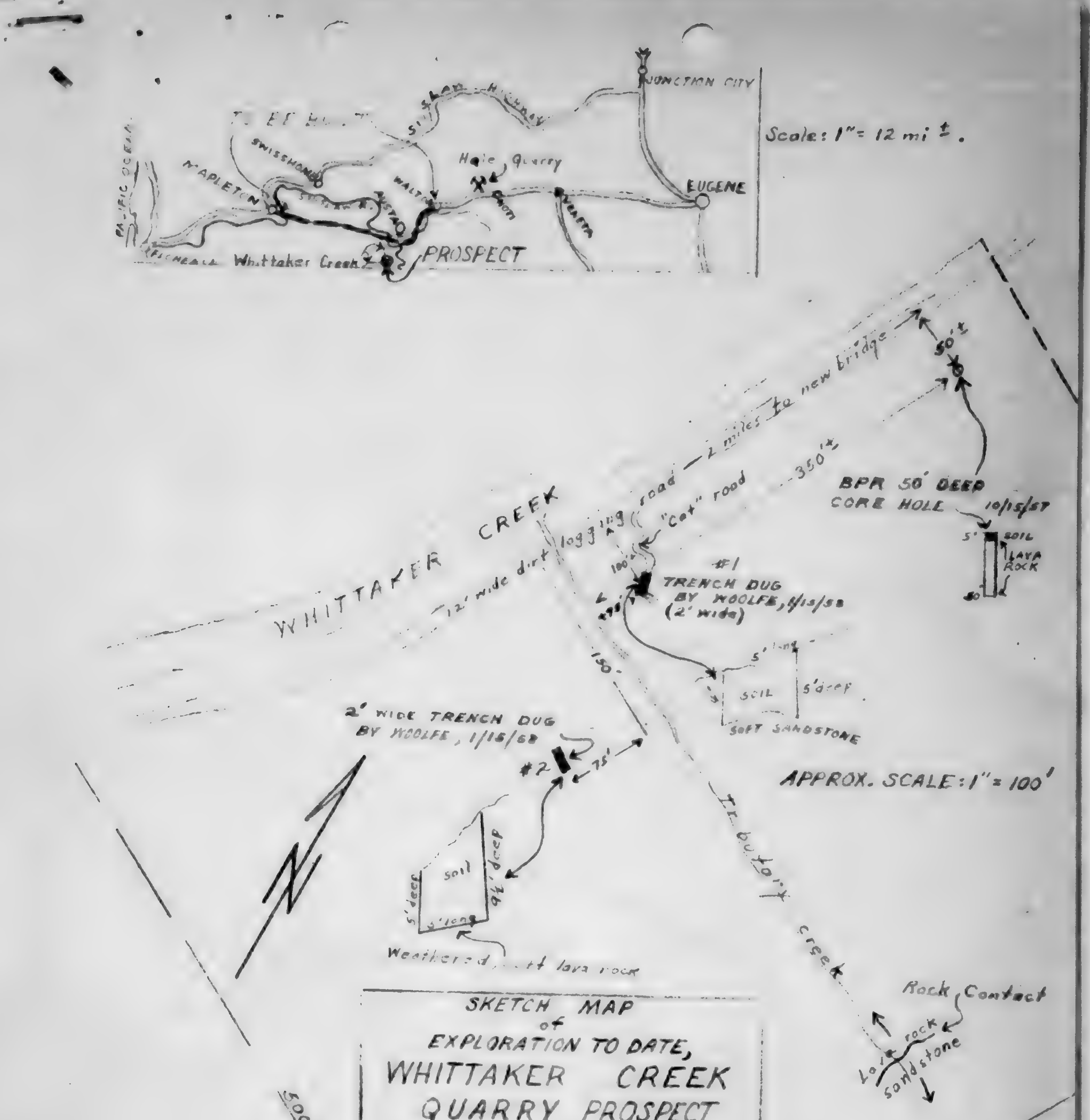
Under the circumstances wherein the Bureau of Land Management plans to open up and develop the quarry, we shall have to defer action on the application which you submitted.

May we hear from you at an early date as to your desires with respect to being included in the Bureau of Public Roads contract for the rock production. If your State Office wishes to write directly to our State Office in Portland, would you request them to send us copies of any correspondence. The address of our State Supervisor is P. O. Box 3861, Portland, Oregon.

Very truly yours,

Lester C Dunn
District Manager

cc: ✓State Office - Highway Dept.
State Supervisor - BLM



SKETCH MAP
of
EXPLORATION TO DATE,
WHITTAKER CREEK
QUARRY PROSPECT
WALTON — MAPLETON
ROUTE "F"
LANE COUNTY

Drawn by Lloyd Woolfe,
Geologist, Construction
Division, Salem, 1/20/58

A

RECEIVED
MAR 19 1958
FOR FILING

S-234(12)

5138

March 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 26, 1958, on Contract No. 5138, Richardson-Siuslaw River Section, in Lane County, in connection with Federal Aid Project No. S-234(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DEP:ia

A

RECEIVED
MAR 18 1958
FOR FILING

[illegible]

5138

March 12, 1958

Hudspeth Pine, Inc.
P. O. Box 627
Prineville, Oregon

Gentlemen:

The State Highway Commission on February 6, 1958 accepted your proposal for grading on the Richardson-Suislaw River section of the Richardson-Eugene Highway in Lane County for the sum of $199,413.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5138.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
MR. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1200 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 12, 1958

Hudspeth Pine Inc.
Prineville
Oregon

Gentlemen:

Contract for grading the Richardson-Siuslaw River Section of the Richardson-Eugene Highway, Lane County for which you submitted low bid on February 6, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
Files
C. W. Head

A

RECEIVED
MAR 13 1958
FOR FILING

8224.3.

5138

March 11, 1958

Keystone Construction Company
General Contractors
Post Office Box 627
Prineville, Oregon

Attention Mr. Donald E. Miller
Assistant Secretary

Gentlemen:

In reply to your letter of March 7 in which you request that Hudspeth Pine, Inc. be allowed to subcontract to the Keystone Construction Company, Inc. the Richardson-Siuslaw River project in Lane County, I wish to advise that I have discussed this matter with the Bureau of Public Roads and it is the Bureau's opinion that this would constitute a subcontracting of 100% of the project, which is contrary to the terms of the contract and to federal policy which allows for subcontracting only up to 50 per cent of a contract amount.

When Mr. Lithgow was in this office recently discussing this matter, he stated that Hudspeth Pine, Inc. and Keystone Construction Company, Inc. were composed of "about the same people". Although we do not have any details, it would appear from your letter that 22 per cent of the stock with Keystone Construction Company is owned by persons other than those who were listed as the owners or stockholders of Hudspeth Pine, Inc. This brings up a somewhat technical legal question; however, it is our opinion that the Keystone Construction Company is not a wholly-owned subsidiary of Hudspeth Pine, Inc.

Investigation brings to light the further fact that Keystone Construction Company has no prequalification standing as a contractor with the Highway Commission.

Based on the facts presented and on your request to subcontract 100 per cent of this job, I am sorry to advise you that it would appear that the request must be denied.

Very truly yours,

W. C. Williams
State Highway Engineer

By: Forrest Cooper
Deputy State Highway Engineer

FC:ms
cc Mr. C. G. Polk
W C W.
Tom Edwards

PHONE HI 7-5115 OFFICE: ROBINSON BLDG. P. O. BOX 627

GENERAL CONTRACTORS

March 7, 1958

State Highway Commission
State of Oregon
Salem, Oregon

Attention: Mr. Cooper, Assistant State Highway Engineer

Gentlemen:

I believe Mr. Wayne Lithgow has talked to you concerning the subcontracting of the Richardson-Siuslaw River Project from Hudspeth Pine, Inc., to Keystone Construction Co. Inc. At the time Mr. Lithgow talked to you there was a question of the need for subcontracting more than 50% of the Project. We wish to set forth the following information which will clarify the above request.

John Hudspeth, Floreine Hudspeth, Fred Hudspeth and Margaret Hudspeth are the stockholders in Hudspeth Pine, Inc., an Oregon Corporation. This company's major concern is lumber manufacturing which includes logging, sawmilling and re-manufacturing. When the Hudspeths became interested in bidding on Oregon State Road Projects, it was originally decided to form a new corporation to do this work, but in an attempt to be qualified by the State of Oregon for a bidding limit, it was found that a new corporation would not have the experience necessary to receive sufficient qualification. At that time Hudspeth Pine, Inc. proceeded with the pre-qualification statements and was allowed a bidding limit of $1,200,000.00.

On February 6, 1958 Hudspeth Pine, Inc. was low bidder for grading on the Richardson-Siulaw River Section of the Richardson-Eugene Highway in Lane County. Since the Hudspeths had wanted to form a separate construction company in the first place, they now decided to go ahead with the original plans and sub-contract the Richardson job to Keystone Construction Company, Inc., and Oregon Corporation, with the Hudspeths owning 78% of the outstanding stock. The main reason for this sub-contract was to allow Keystone Construction Company, Inc. to acquire the necessary experience which will enable them to qualify for a bidding limit from the Oregon State Highway Commission.

Keystone Construction Company, Inc. has the same employees that would normally work with Hudspeth Pine, Inc. On this specific contract Hudspeth Pine, Inc. and Keystone Construction Co. Inc. will have a joint bond, and so far as the bonding company is concerned, either company operating on the job will be covered completely.

NOTED
FORREST COOPER

Attention: Mr. Cooper, Assistant State Highway Engineer

With the above circumstances taken into consideration, we request that you consent to the sub-contracting of the Richardson Project from Hudspeth Pine, Inc. to Keystone Construction Company, Inc.

Very truly yours,

KEYSTONE CONSTRUCTION COMPANY
BY:
Donald E. Miller
DONALD E. MILLER, Assistant Secretary

DEM/w

RECEIVED
MAR 10 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 7 - 1958
FOR FILING

[illegible]2340

5138

Salem, Oregon
February 7, 1958

Mr. John G. Herr
Accounting

We have in the safe Certified Check No. 942 in the amount of $10,000.00, submitted as a proposal guaranty with the low bid of Hudspeth Pine, Inc., Prineville, on the Richardson-Siuslaw River Section of the Richardson-Eugene Highway project in Lane County, on which project bids were read in Salem on February 6, 1958.

OREGON STATE HIGHWAY COMMISSION

Secretary

cc Edith Middleton

fp

RECEIVED
FEB 17 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

2-34(1)
5125

February 3, 1958

Blachly-Lane County Electric Co-op.
Route 1, Box 670-B
Eugene, Oregon

Re: Blachly-Lane County Electric Co-op.
Power Line Adjustment
Richardson-Siuslaw River Section
Richardson-Eugene Highway
Lane County

Gentlemen:

Bids on the above titled project will be received on February 6, 1958, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction. This adjustment involves the relocation of your transmission line between Highway Engineer's Stations 469 and 530.

The information available shows that the line was constructed by you in 1950 on property which had been acquired in 1935 and 1938 by Lane County for county road right of way. However, when the line was constructed easements were obtained by you from the land owners apparently under a mistake of fact as to the title. Since the line was constructed on property owned by the public and to which the public has prior rights, it will be necessary for you to make the necessary adjustment at your own expense.

Further information may be secured from Mr. Geary Worth, 2191 East 15th, Eugene, Oregon, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. Tom Edwards
Mr. Frank Morgan
Mr. Geary Worth
Mr. F. W. Farrar

RECEIVED
FEB 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 27 1958
FOR FILING
3-834 (12)
FORM E-30X
5136

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1958

SUBJECT: Railroad Encroachment
Richardson-Siuslaw River Project
Richardson-Eugene Secondary Highway
Lane County

To: Mr. Tom Edwards
Construction Engineer
OFFICE

The right of way map on the subject section would indicate that an easement must be obtained from the Southern Pacific Railroad, in the vicinity of Austa Station, approximate Stations 634 to 637+50.

The purpose of this letter is to confirm our understanding that the Construction Division is negotiating with the Railroad for this necessary right of way. It is our understanding that the Railroad will prepare description and set a price on the necessary taking, and that no work is required on the part of the Right of Way Division.

WALTER T. WRIGHT
Ass't. Right of Way Engineer

WTW:IH

cc: Forrest Cooper
Laurence A. Holt

RECEIVED
JAN 22 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 14 1958
FOR FILING

Salem, Oregon
January 3, 1958

MEMORANDUM TO THE FILE:

Mr. Kendrew of the Southern Pacific Company called me today re an application that we had for a slope easement at what is known as Austa Station. Mr. Kendrew stated that they did not wish to grant a slope easement but would quitclaim the property to us for the sum of $100. He also stated that it would be necessary that they narrow the strip 10 feet; however, he stated that if our slopes encroached on the railroad property beyond that point they would make no objection.

I requested that he proceed and send to us the necessary instruments and an invoice for processing. This should be handled as a right-of-way matter.

Forrest Cooper
t.

Forrest Cooper

FC:me

cc Mr. G. S. Paxson
Mr. Tom Edwards
Mr. R. L. Porter
Mr. J. W. DeSouza

[illegible]

RECEIVED
DEC 19 1957
FOR FILING

December 18, 1957

Mr. L. R. Smith
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Attached are three prints from our Drawing 8B-7-14. This shows an encroachment on your right of way at your Austa Station on the Coos Bay Branch. Also on the print is a section showing the maximum encroachment on your right of way which occurs at our Station 636+00, which is approximately opposite your Station 1753+30.

The highway construction in this section is scheduled for contracting in February and I would appreciate as early advice as practicable concerning our application for this easement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. D. J. Barbee

FORM E30—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 17, 1957

SUBJECT: Railroad Encroachment
Austa Station
Richardson-Walton Section
Richardson-Eugene Highway

To: Mr. G. S. Paxson
Ass't State Highway Engineer
Office

Attached are four prints showing area and sections of encroachment on the Coos Bay Branch of the Southern Pacific Railroad Company on the above named section.

This project is scheduled for letting at the February Commission Meeting.

Tom Edwards
Construction Engineer

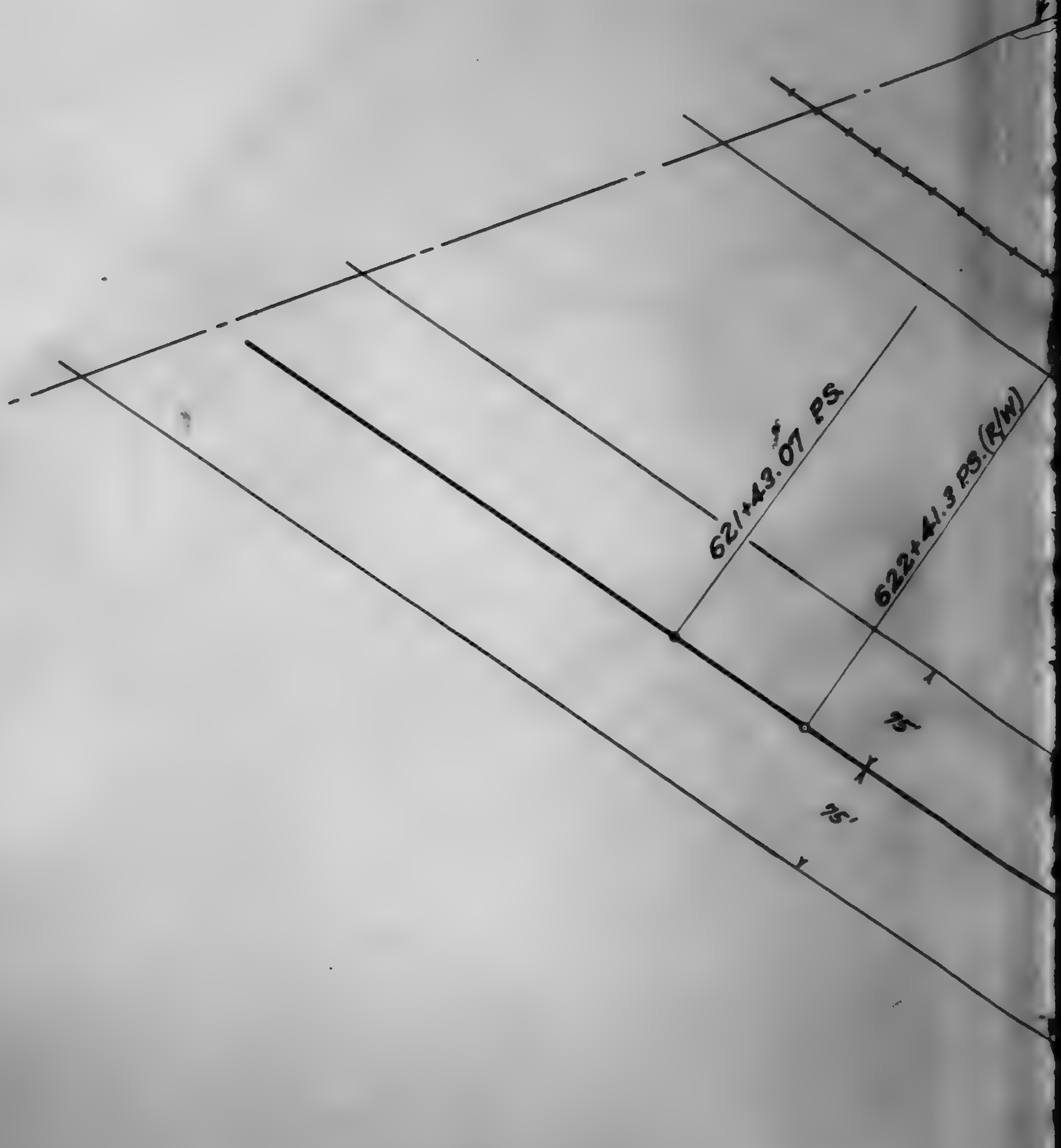
By D. J. Barbee
D. J. Barbee
Ass't Construction Engineer

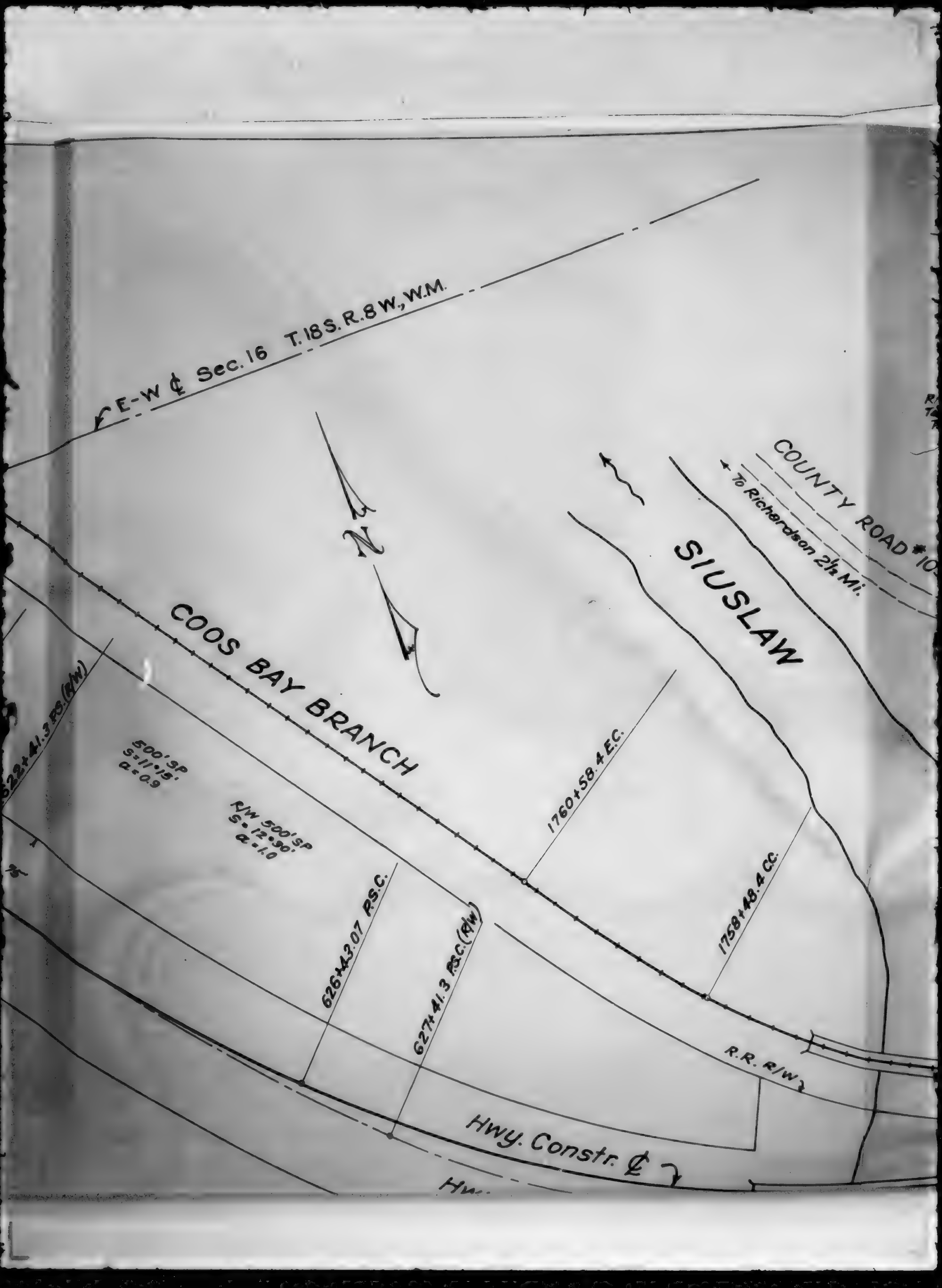
DJB:jc

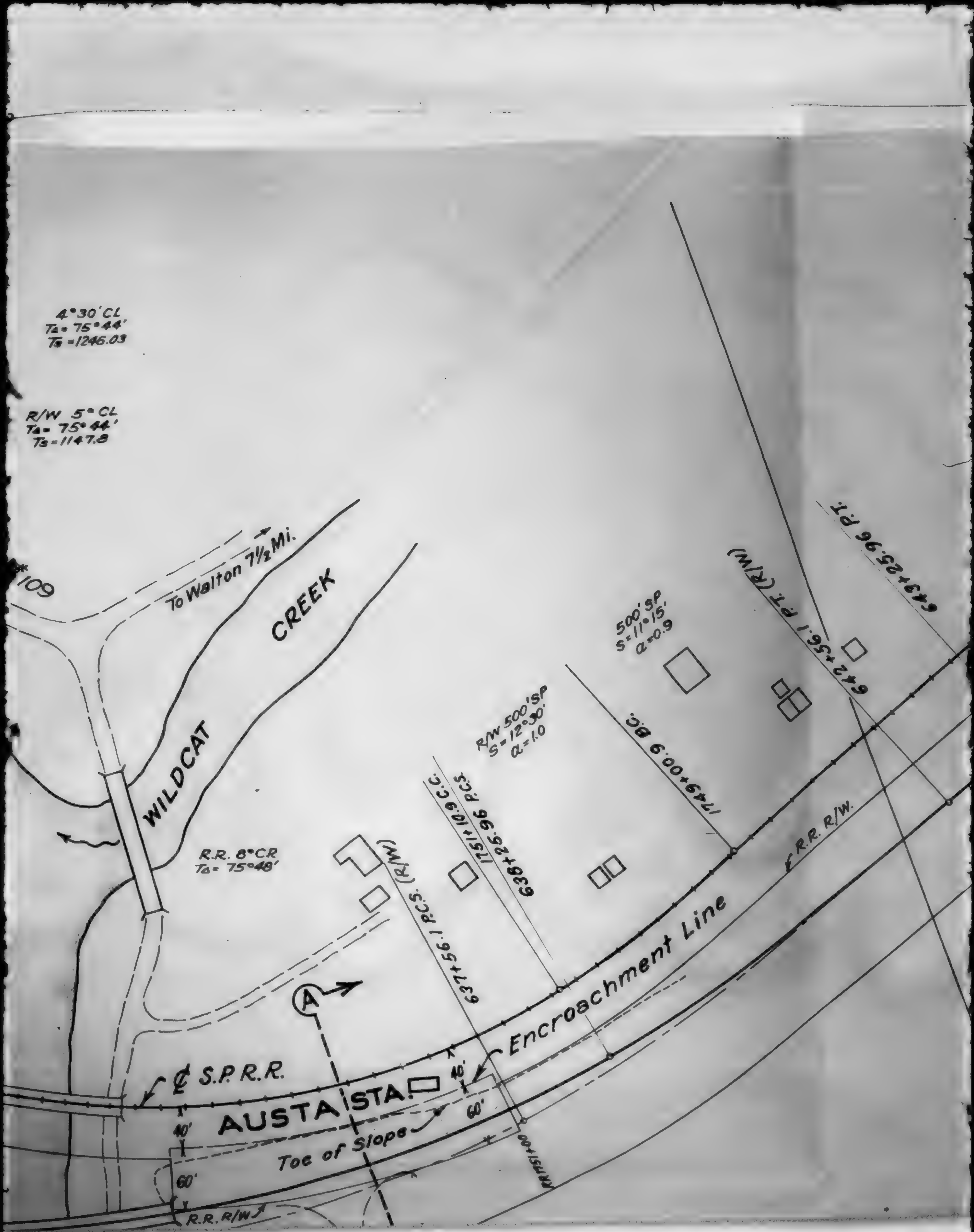
Attach.

RECEIVED
DEC 18 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON


621+43.07 P.S.
622+41.3 P.S. (R/W)
75'
75'


E-W ℄ Sec. 16 T. 18 S. R. 8 W, W.M.
N
SIUSLAW
COUNTY ROAD #10
To Richardson 2½ Mi.
COOS BAY BRANCH
22+41.3 P.S. (R/W)
500' SP
S=11°15'
a=0.9
R/W 500' SP
S=12°30'
a=1.0
1760+58.4 E.C.
1758+48.4 C.C.
626+43.07 P.S.C.
627+41.3 P.S.C. (R/W)
R.R. R/W
Hwy. Constr. ℄
Hw


4°30' CL
Ta= 75°44'
Ts=1246.03
R/W 5° CL
Ta= 75°44'
Ts=1147.8
#109
To Walton 7½ Mi.
WILDCAT
CREEK
R.R. 8° CR
Ta= 75°48'
R/W 500' SP
S=12°30'
a=1.0
500' SP
S=11°15'
a=0.9
637+56.1 P.C.S. (R/W)
1151+10.9 C.C.
638+25.96 P.C.S.
1149+00.9 B.C.
642+56.1 P.T. (R/W)
643+25.96 P.T.
A
℄ S.P.R.R.
AUSTA STA.
Encroachment Line
R.R. R/W.
40'
60'
40'
60'
Toe of Slope
R.R. R/W
RR 1151+00

649+25.96
50'
50'
75'
Sec.16
Sec.15

Richardson - Eugene Hwy N-

OREGON STATE HIGHWAY DEPARTMENT

RICHARDSON - WALTON SEC

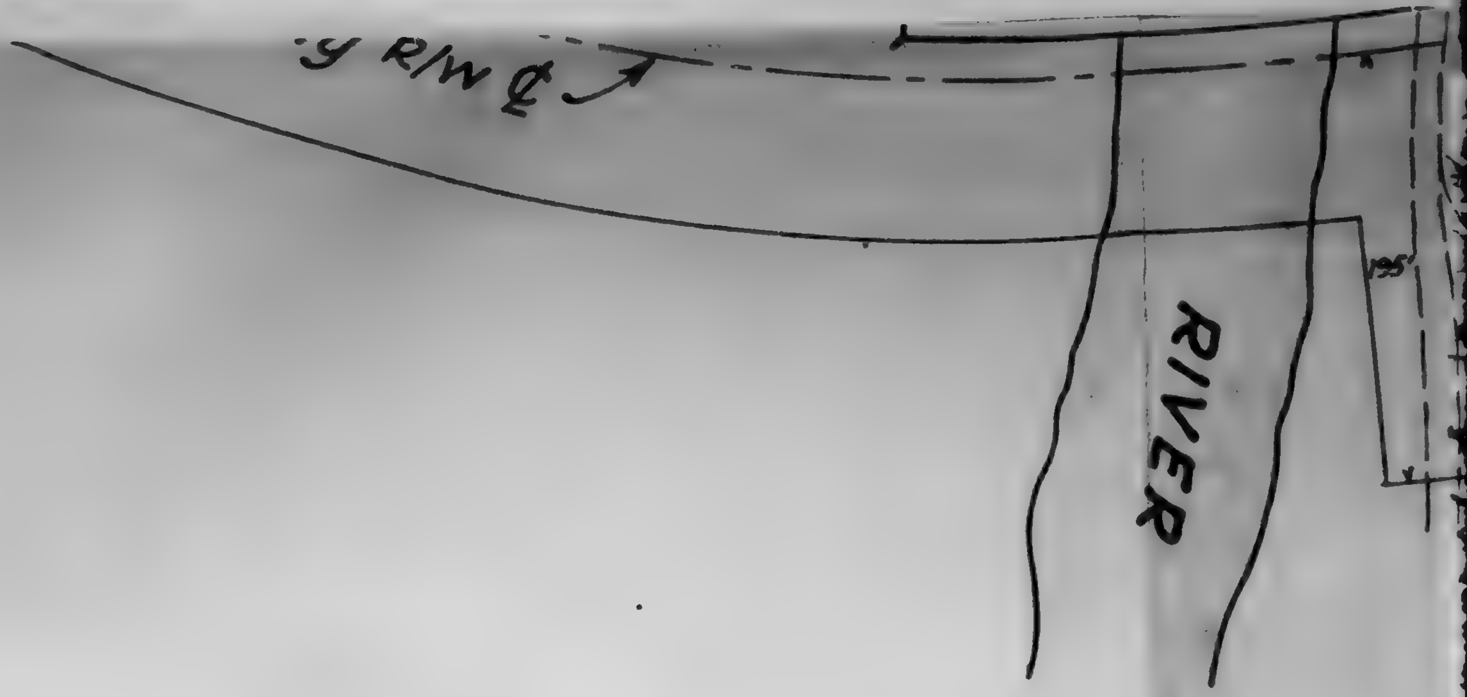
RICHARDSON - EUGENE HIGHWAY

ENCROACHMENT ON S.P.R.R.

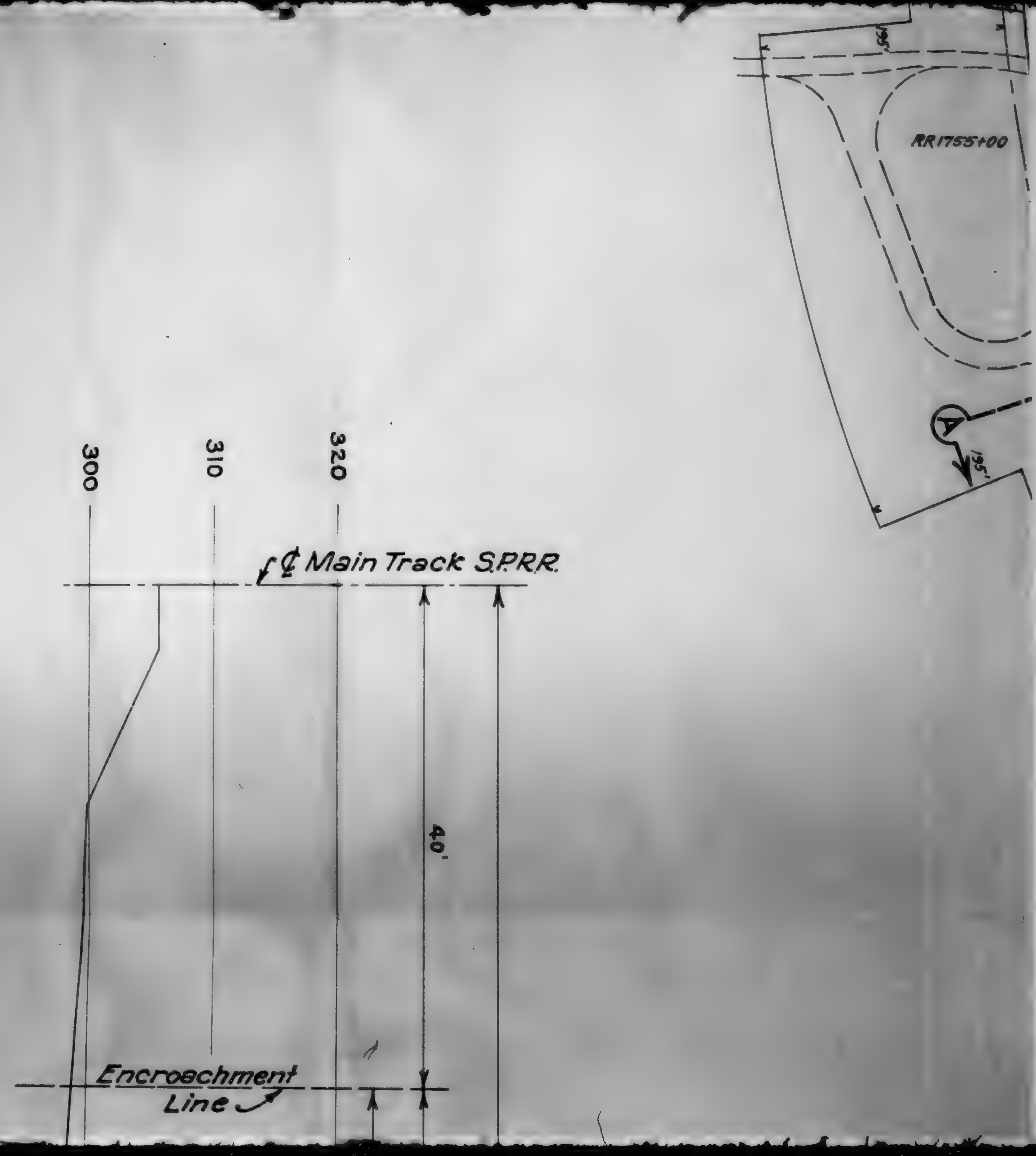
Lane County

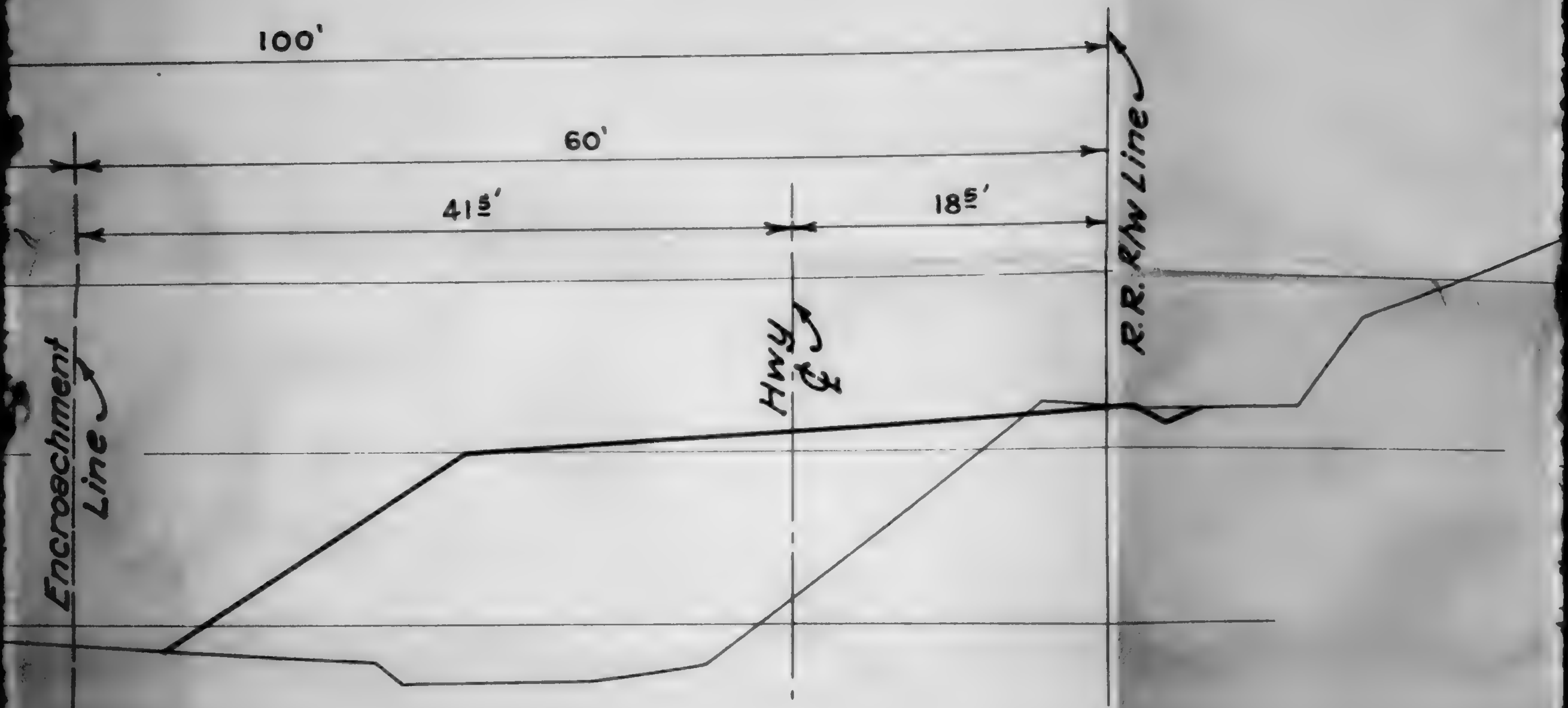
Scale 1" - 100'   Dec. 1957

DWG. NO. 8B - 7 - 14



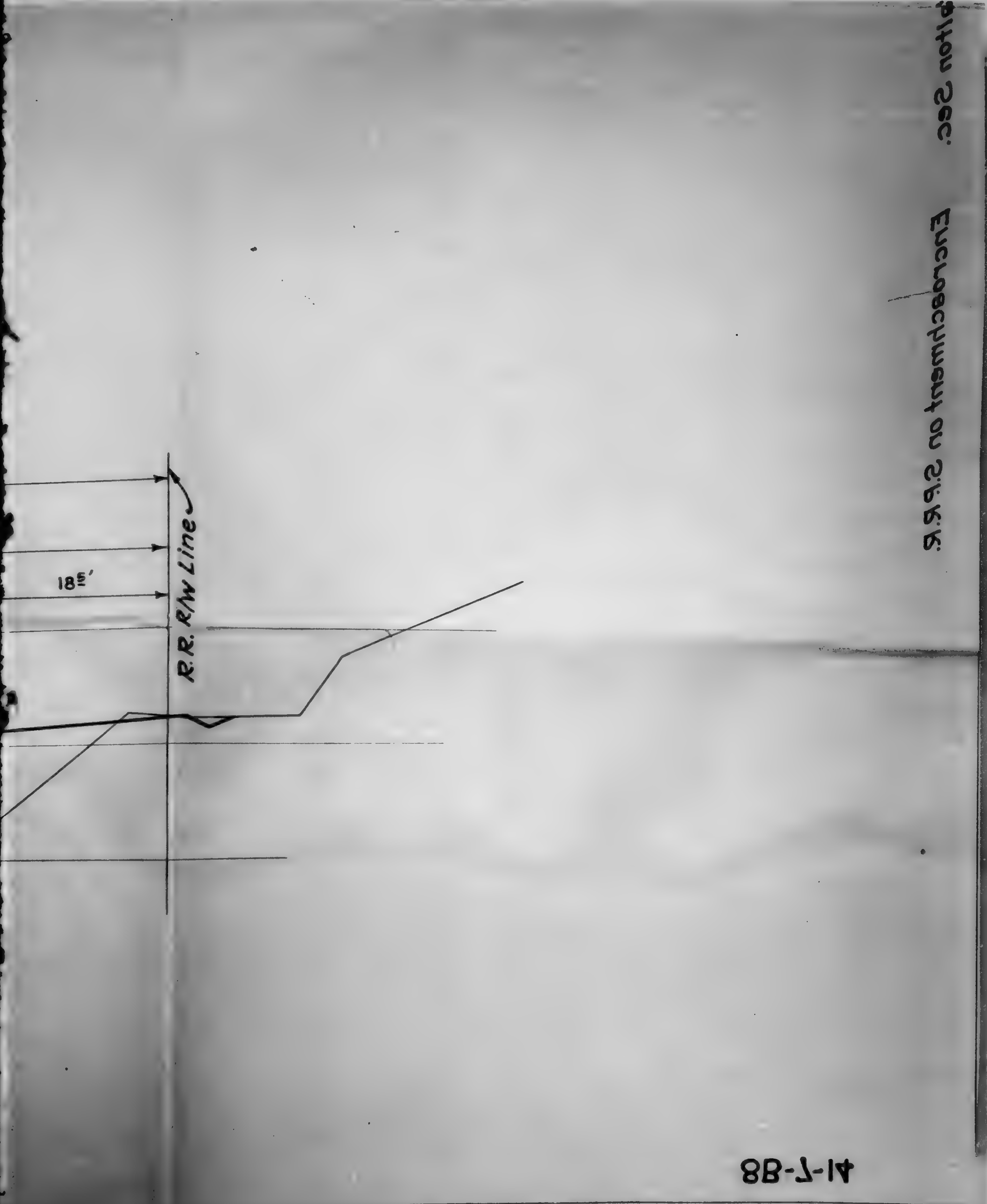
CTION


RR1755+00
A
℄ Main Track S.P.R.R.
Encroachment Line



SECTION A-A

Sta. 636+00 = R.R.1753+30±


18½'
R.R. R/W Line

RECEIVED
JAN 23 1958
FOR FILING
S-324(12)

5138

Salem, Oregon
January 20, 1958

Richardson-Siuslaw River Unit
Richardson-Walton Section
Richardson-Eugene Highway

Mr. Virgil O'Neil
Staff Assistant
Building

It is requested that you add $3,000 to the authorization for the subject job to cover 12 acres of seeding, mulching and refertilization to prevent erosion. Rocky slopes have been excluded from the estimate.

It is anticipated that the work will be accomplished by state forces using mechanized seeding and mulching equipment under the supervision of the Landscape Engineer.

Forrest Cooper
Deputy State Highway Engineer

cc
Mr. Tom Edwards
Mr. H. H. Astrup

RECEIVED
JAN 7 - 1958
FOR FILING
S-224 (12)
5/31

R

Salem, Oregon
January 7, 1958

BPR authorization to proceed
with acquisition of rights of way.

Mr. R. L. Porter
Right of Way Engineer
Office

As of January 3, 1958, we have authorization of the Bureau of Public Roads to proceed with the acquisition of rights of way for the below described project:

Richardson-Siuslaw River Section of the
Richardson-Eugene Secondary Highway,
3.2 miles, Prefix 120-2506.

S. H. Probert
Office Engineer

SHP:ia

RECEIVED
JAN 7 - 1958
FOR FILING

J-2[illegible]
513[illegible]

January 6, 1958

Oregon State Highway Commission

Gentlemen:

I am attaching a copy of a map showing the realignment of the Richardson-[illegible] Secondary Highway just easterly of Richardson. The survey has been completed on this unit, and money ($4[illegible]) has been programmed from our 1960 federal-aid allotment. It will not be necessary to hold local hearings, as there are no communities involved except Richardson, which is virtually nonexistent and does not have a post office.

It is requested that you approve the survey.

The matter will be on the agenda for your consideration at the meeting on January 16-17, 1958.

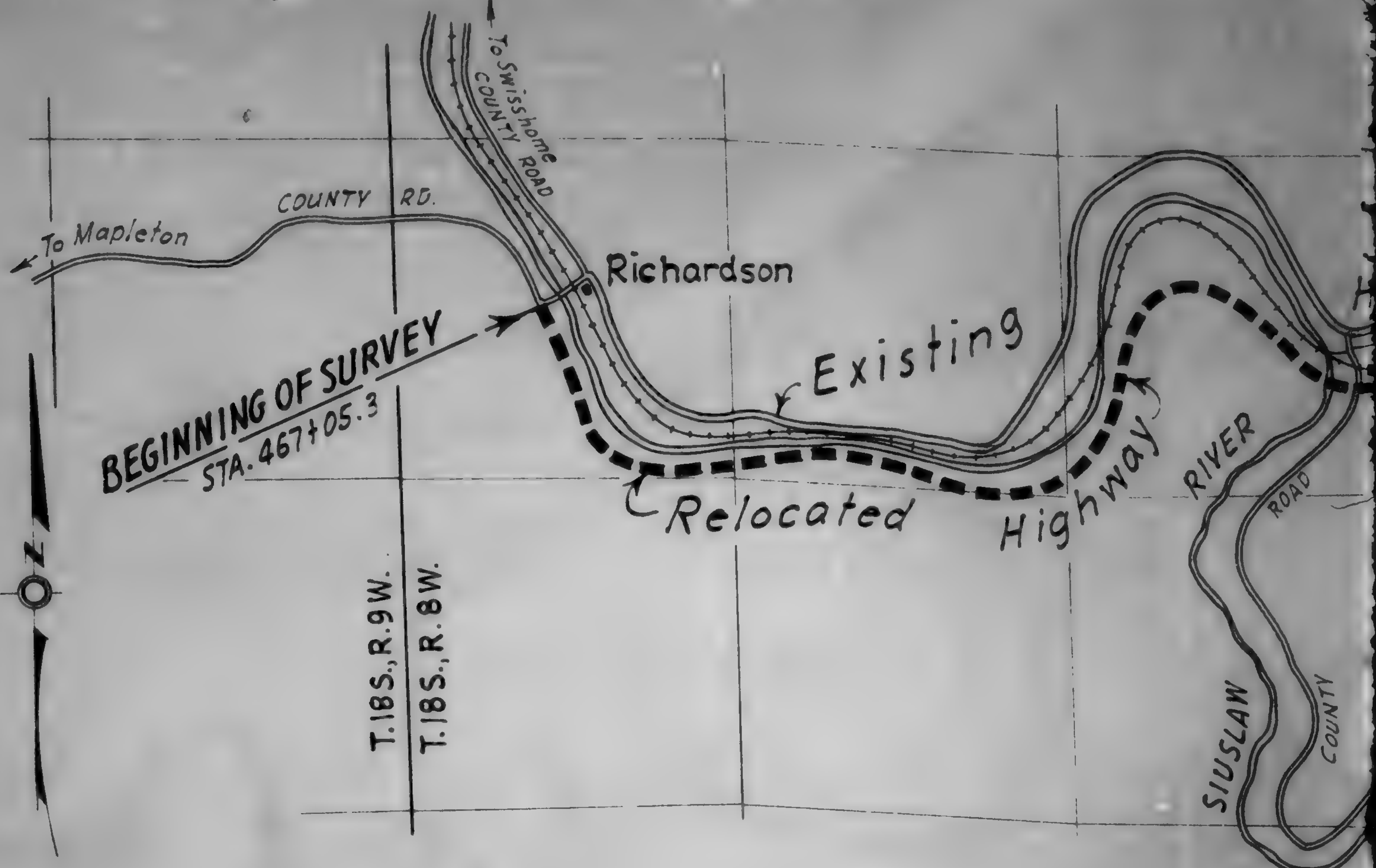
Very truly yours,

W. C. Williams
State Highway Engineer

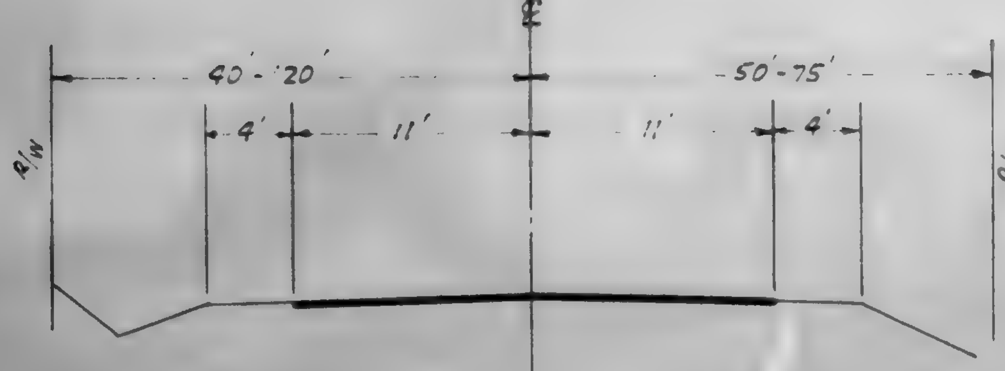
FC:me

Enclosure

cc Mr. G. S. Paxson
Mr. Tom Edwards
Mr. R. L. Porter



TYPICAL SECTION



OREGON STATE HIG

Survey Ap

RICHARDSON-SIUSL

RICHARDSON-EU

LANE C

DRG.NO.

APPROVED

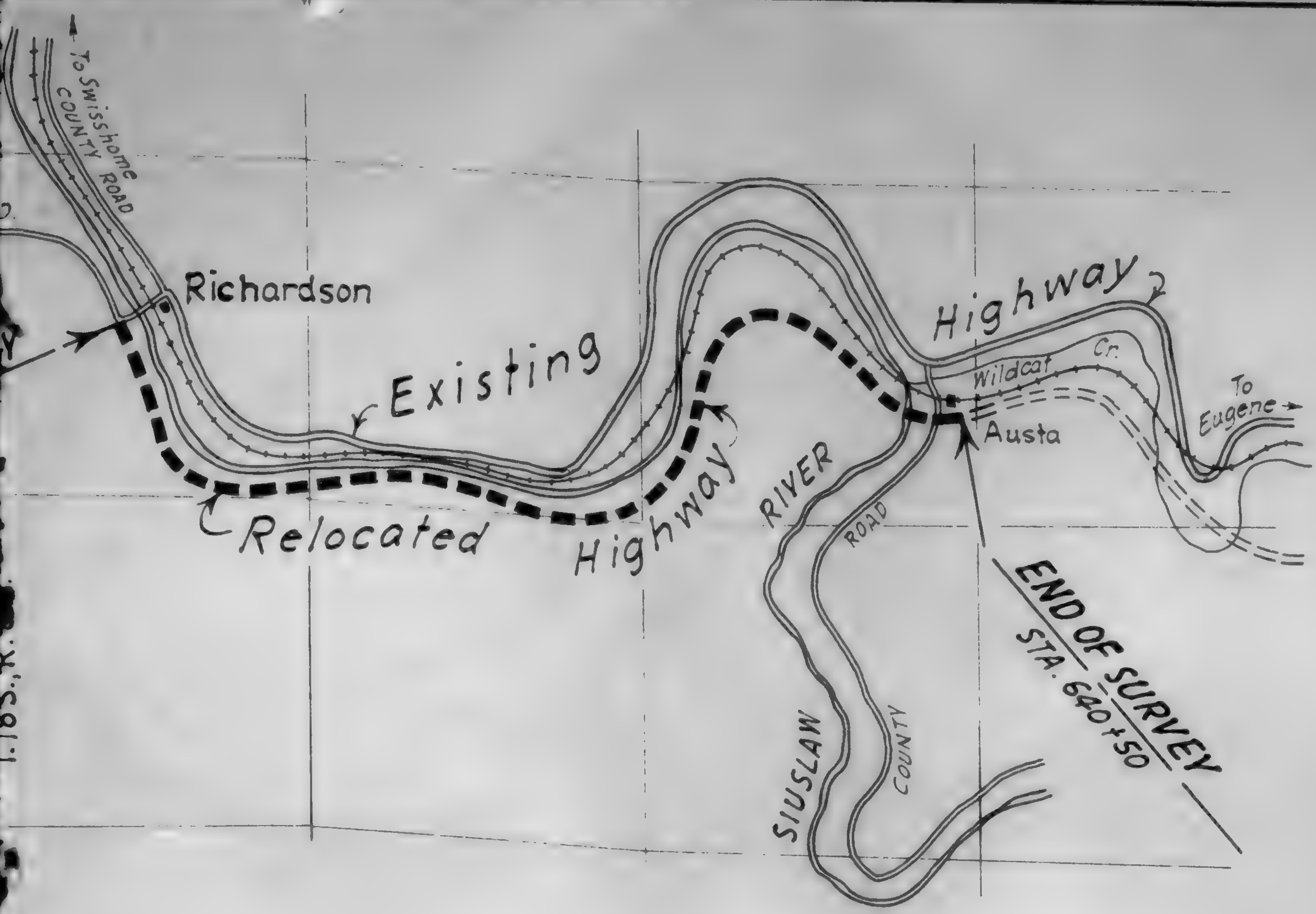
DEPUTY STATE HIGHWAY ENGINEER

Date January 2, 1958

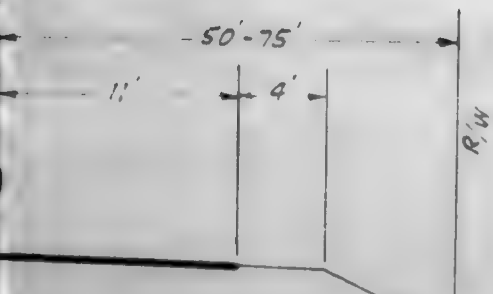
Scale: 2"=1Mi.

For details see Drg. No.

1R-5-1093



SECTION



OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

RICHARDSON-SIUSLAW RIVER SECTION

RICHARDSON-EUGENE HIGHWAY

LANE COUNTY

DRG. NO. 1R-5-1093

Scale: 2" = 1 Mi. Jan., 1958

APPROVED
DEPUTY STATE HIGHWAY ENGINEER
Date January 2, 1958

For details see Drg. No. 5B-21-15, Mar., 1939

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 26, 1957

SUBJECT: Survey Approval
Richardson-Siuslaw River Section
Richardson-Eugene Highway

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Attached are seven prints of the above named survey authorization map for submission to the Commission.

Hearings are not necessary on this section of highway.

Tom Edwards
Construction Engineer
By D J Barbee
D. J. Barbee
Ass't Construction Engineer

DJB:jc

Attach.

RECEIVED
DEC 28 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 31 1957
FOR FILING
FORM E30—50M—2-57—1476

S-238([illegible])

5135

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30, 1957

SUBJECT: Supplemental Tabulation No. 123
Revision, FAS 238 - Lane County

To: Mr. G. S. Paxson
OFFICE

Enclosed is a suggested letter, with attachments, to the B.P.R. requesting approval of a revision in FAS 238 (Richardson-Eugene State Highway) in Lane County. This revision follows the line located by our construction division, a section of which is to be constructed (Richardson-Siuslaw River Section) in the near future.

If satisfactory, four copies of S.T. No. 123, three copies of the map, and three copies of the letter of transmittal should be forwarded to the B.P.R.

John F. Hagemann
John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Encl.

NOTED
G. S. PAXSON

December 30, 1957

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

Enclosed for your approval are four copies of Supplemental Tabulation No. 123 requesting a revision in the route of FAS 238 between Richardson and Globe. Also enclosed are three copies of a general highway map upon which the proposed revision is shown in color.

This proposed revision follows a located line along the south side of the Siuslaw River to Austa and along the southerly side of the Southern Pacific railroad tracks from Austa to a junction with the existing route approximately 1.5 miles west of Globe. The existing road is located on the north side of the railroad tracks and Siuslaw River and the topography is such that the cost of improving the present location would be prohibitive. A major portion of the existing road has been cut out of the side of high rock bluffs with the railroad tracks and river located at the foot of the bluffs. The proposed revision represents the most desirable location for this section of road and the State plans to commence construction of this new location in the immediate future.

The Lane County Board of County Commissioners has approved the proposed revision. If approved by you, Supplemental Tabulation No. 123 will result in a reduction in local mileage of 0.1 mile and state highway mileage of 0.7 mile for a total FAS mileage reduction of 0.8 mile.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

JFH:mm
Encl.

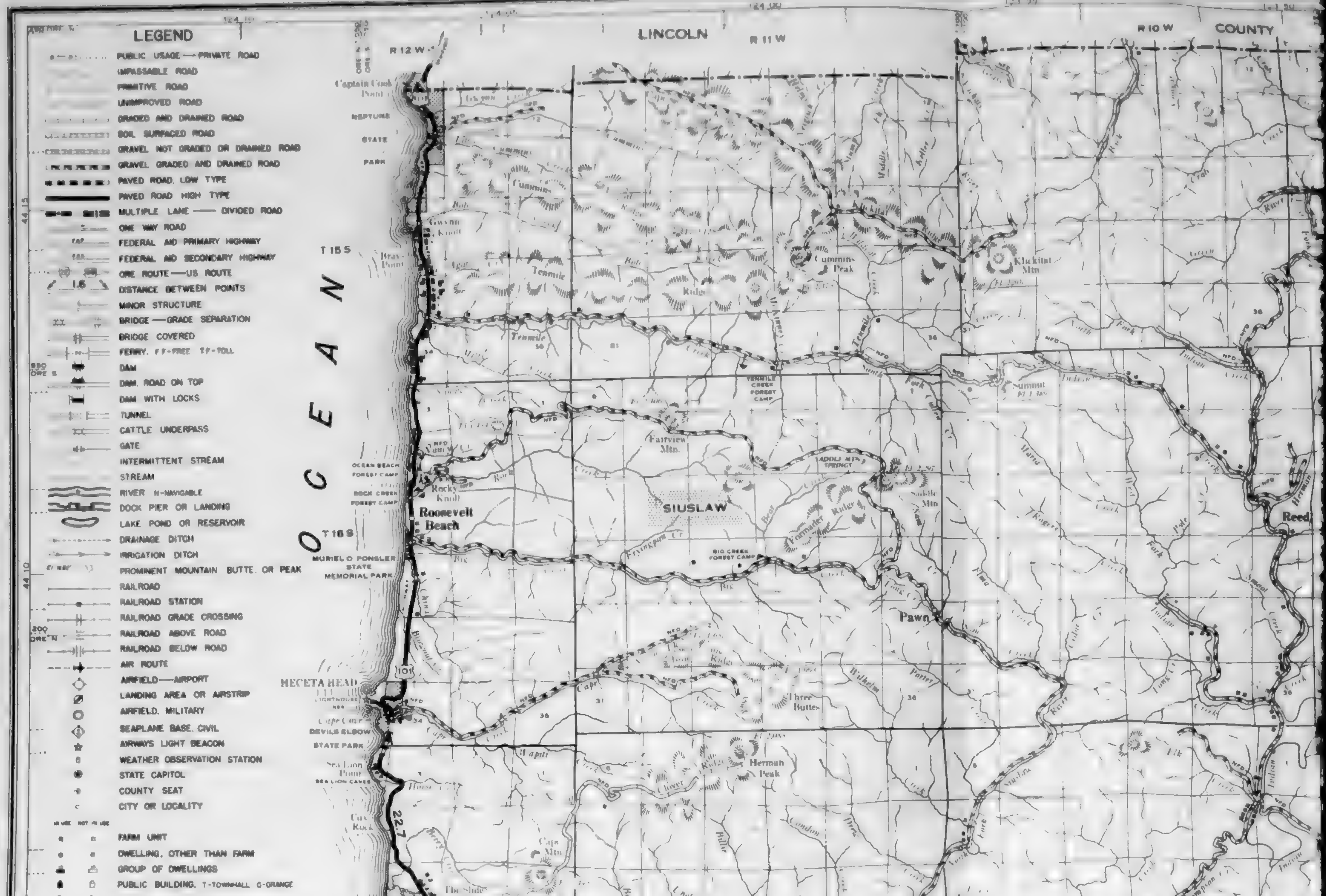
cc: S. H. Probert
C. G. Swenson

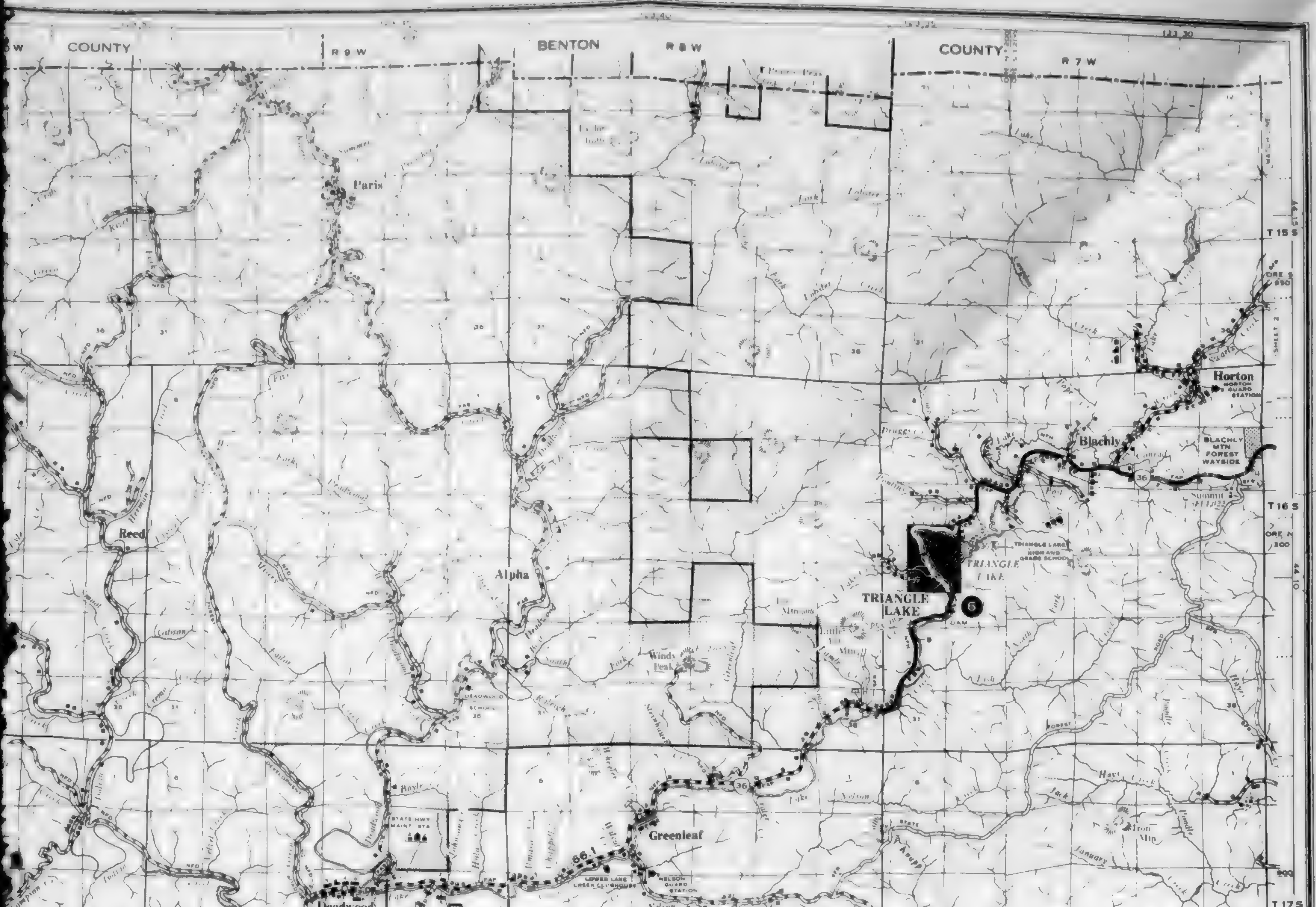
State of Oregon

FEDERAL-AID SECONDARY SYSTEM

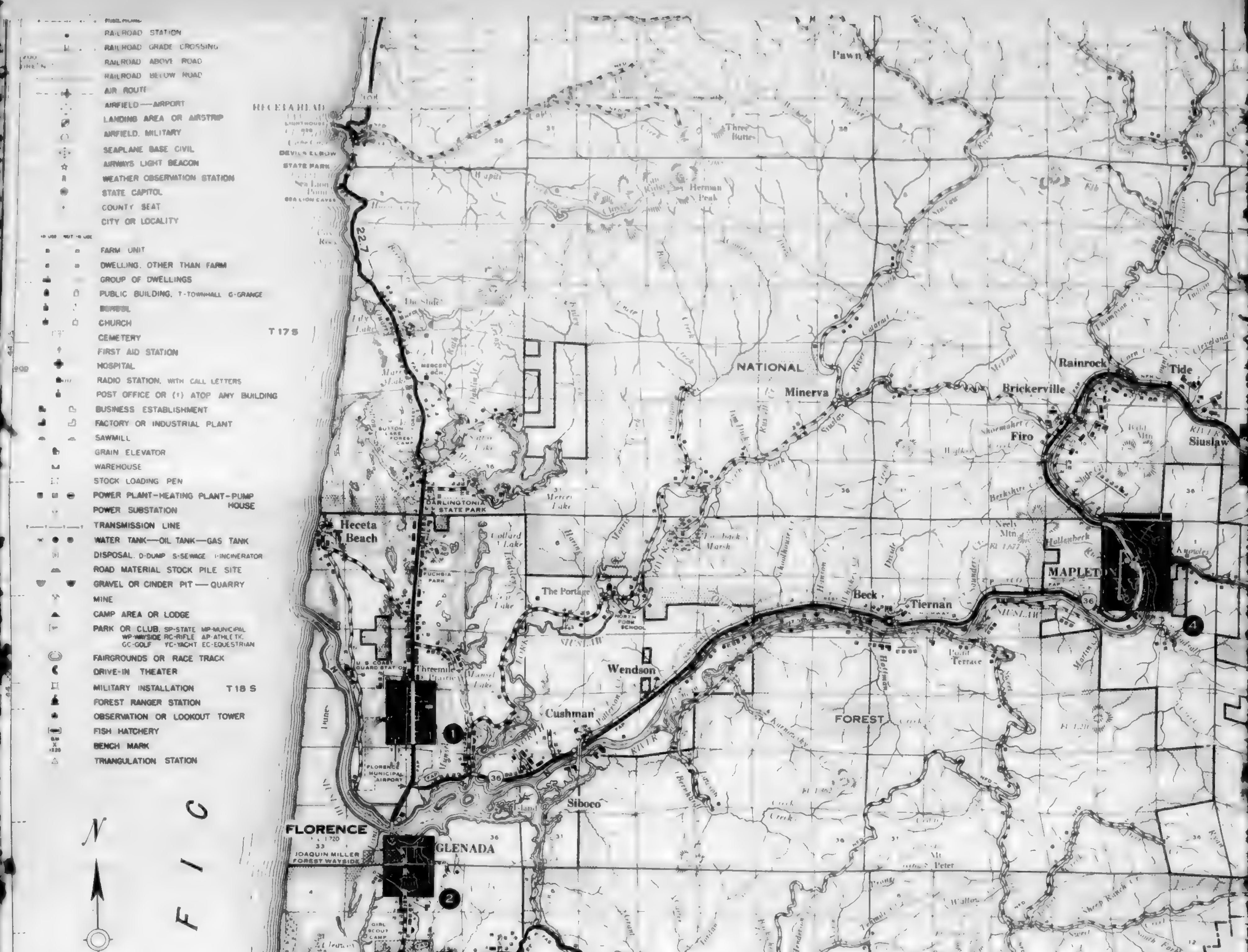
Supplemental Tabulation No. 123

Road Designation		Brief Description of Road and Termini	County	Mileage on State Highway System	Mileage on Local System	Total Length
FAS Road No.	State or Local Road No.					
238	220	From FA Route 25 at Mapleton easterly to FAS 201 at Elmira; thence easterly from FAS 201 at Veneta to FA Route 3 in Eugene	Lane	36.3	9.0	45.3


LEGEND
PUBLIC USAGE — PRIVATE ROAD
IMPASSABLE ROAD
PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
GRAVEL NOT GRADED OR DRAINED ROAD
GRAVEL GRADED AND DRAINED ROAD
PAVED ROAD, LOW TYPE
PAVED ROAD HIGH TYPE
MULTIPLE LANE — DIVIDED ROAD
ONE WAY ROAD
FEDERAL AID PRIMARY HIGHWAY
FEDERAL AID SECONDARY HIGHWAY
ORE ROUTE — US ROUTE
DISTANCE BETWEEN POINTS
MINOR STRUCTURE
BRIDGE — GRADE SEPARATION
BRIDGE COVERED
FERRY, FF-FREE TF-TOLL
DAM
DAM, ROAD ON TOP
DAM WITH LOCKS
TUNNEL
CATTLE UNDERPASS
GATE
INTERMITTENT STREAM
STREAM
RIVER N-NAVIGABLE
DOCK PIER OR LANDING
LAKE POND OR RESERVOIR
DRAINAGE DITCH
IRRIGATION DITCH
PROMINENT MOUNTAIN BUTTE, OR PEAK
RAILROAD
RAILROAD STATION
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
AIR ROUTE
AIRFIELD — AIRPORT
LANDING AREA OR AIRSTRIP
AIRFIELD, MILITARY
SEAPLANE BASE, CIVIL
AIRWAYS LIGHT BEACON
WEATHER OBSERVATION STATION
STATE CAPITOL
COUNTY SEAT
CITY OR LOCALITY
IN USE NOT IN USE
FARM UNIT
DWELLING, OTHER THAN FARM
GROUP OF DWELLINGS
PUBLIC BUILDING, T-TOWNHALL G-GRANGE
SCHOOL
CHURCH
CEMETERY
FIRST AID STATION
HOSPITAL
RADIO STATION, WITH CALL LETTERS
POST OFFICE OR (†) ATOP ANY BUILDING
BUSINESS ESTABLISHMENT
FACTORY OR INDUSTRIAL PLANT
SAWMILL
GRAIN ELEVATOR
WAREHOUSE
STOCK LOADING PEN
POWER PLANT-HEATING PLANT-PUMP HOUSE
POWER SUBSTATION
TRANSMISSION LINE
WATER TANK — OIL TANK — GAS TANK
DISPOSAL D-DUMP S-SEWAGE I-INCINERATOR
ROAD MATERIAL STOCK PILE SITE
GRAVEL OR CINDER PIT — QUARRY
MINE
CAMP AREA OR LODGE
PARK OR CLUB SP-STATE MP-MUNICIPAL RC-RIFLE AP-ATHLETIC GC-GOLF YC-YACHT EC-EQUESTRIAN
FAIRGROUNDS OR RACE TRACK
DRIVE-IN THEATER
MILITARY INSTALLATION
FOREST RANGER STATION
OBSERVATION OR LOOKOUT TOWER
FISH HATCHERY
BENCH MARK
TRIANGULATION STATION
124 10
124 05
124 00
123 55
123 50
44 15
44 10
44 05
LINCOLN
COUNTY
R 12 W
R 11 W
R 10 W
T 15 S
T 16 S
T 17 S
T 18 S
OCEAN
Captain Cook Point
NEPTUNE STATE PARK
Gwynn Knoll
Cummins Peak
Klickitat Mtn
Tenmile
TENMILE CREEK FOREST CAMP
Fairview Mtn
OCEAN BEACH FOREST CAMP
ROCK CREEK FOREST CAMP
Rocky Knoll
Roosevelt Beach
SIUSLAW
Saddle Mtn
MURIEL O. PONSLER STATE MEMORIAL PARK
BIG CREEK FOREST CAMP
Pawn
Reed
HECETA HEAD
101
DEVILS ELBOW STATE PARK
Sea Lion Point
SEA LION CAVES
Three Buttes
Herman Peak
227
Caps Mtn
NATIONAL
Minerva
Brickerville
Rainrock
Tide
Firo
Bald Mtn
SUTTON LAKE FOREST CAMP
Sutton Lake
DARLINGTONIA STATE PARK
Mercer Lake
Heceta Beach
Collard Lake
FUCHSIA PARK
The Portage
NORTH FORK SCHOOL
Beck
Tiernan
MAPLETON
Wendson
Cushman
FOREST
Munsel Lake
FLORENCE MUNICIPAL AIRPORT
Siboco
FLORENCE
GLENADA
36
1
4



Section to be eliminated colored in Orange


RAILROAD STATION
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
AIR ROUTE
AIRFIELD—AIRPORT
LANDING AREA OR AIRSTRIP
AIRFIELD, MILITARY
SEAPLANE BASE CIVIL
AIRWAYS LIGHT BEACON
WEATHER OBSERVATION STATION
STATE CAPITOL
COUNTY SEAT
CITY OR LOCALITY
FARM UNIT
DWELLING, OTHER THAN FARM
GROUP OF DWELLINGS
PUBLIC BUILDING, T-TOWNHALL G-GRANGE
SCHOOL
CHURCH
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FIRST AID STATION
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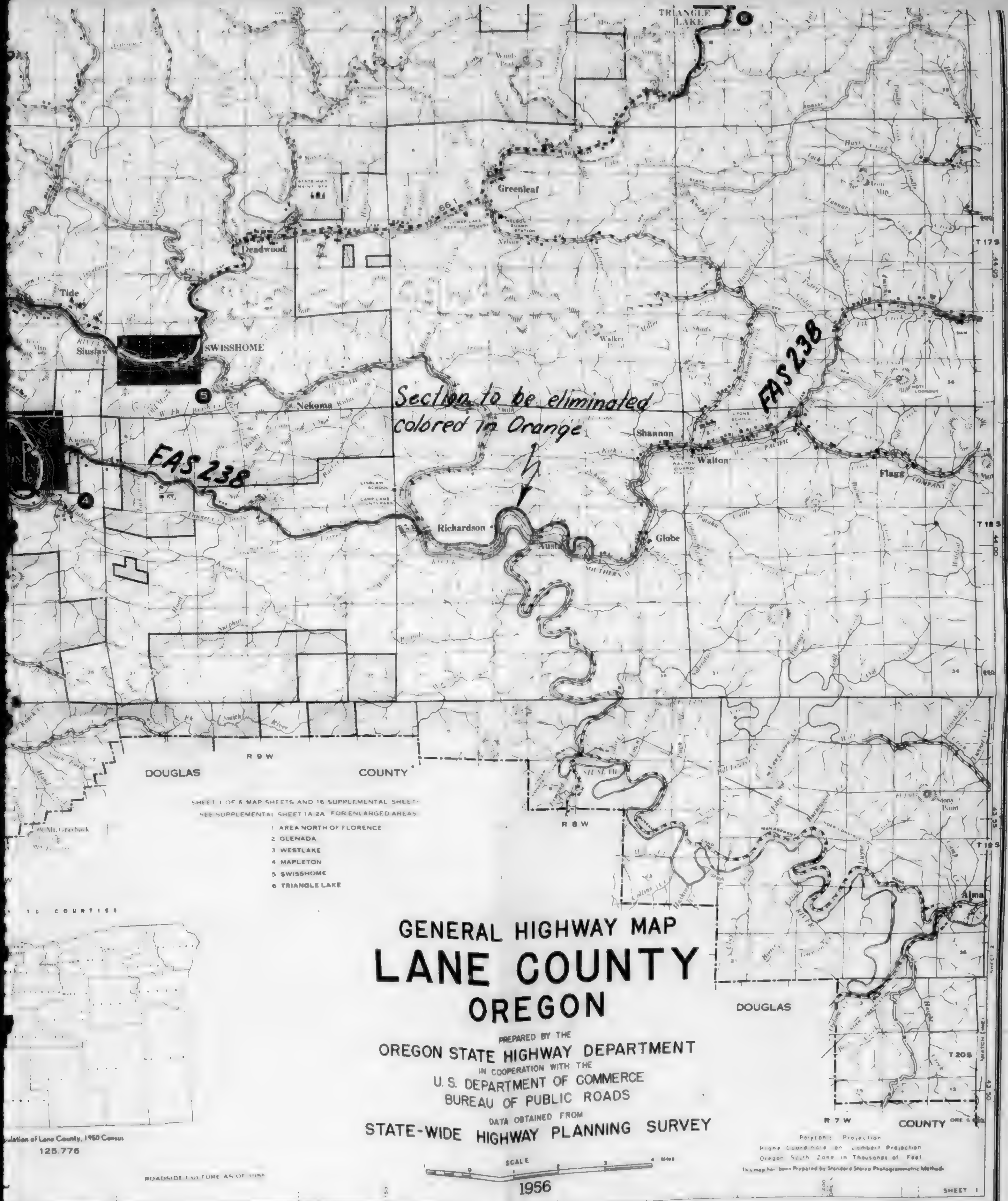
RADIO STATION, WITH CALL LETTERS
POST OFFICE OR (†) ATOP ANY BUILDING
BUSINESS ESTABLISHMENT
FACTORY OR INDUSTRIAL PLANT
SAWMILL
GRAIN ELEVATOR
WAREHOUSE
STOCK LOADING PEN
POWER PLANT—HEATING PLANT—PUMP HOUSE
POWER SUBSTATION
TRANSMISSION LINE
WATER TANK—OIL TANK—GAS TANK
DISPOSAL D-DUMP S-SEWAGE I-INCINERATOR
ROAD MATERIAL STOCK PILE SITE
GRAVEL OR CINDER PIT — QUARRY
MINE
CAMP AREA OR LODGE
PARK OR CLUB, SP-STATE MP-MUNICIPAL WP-WAYSIDE RC-RIFLE AP-ATHLETIC GC-GOLF YC-YACHT EC-EQUESTRIAN
FAIRGROUNDS OR RACE TRACK
DRIVE-IN THEATER
MILITARY INSTALLATION
FOREST RANGER STATION
OBSERVATION OR LOOKOUT TOWER
FISH HATCHERY
BENCH MARK
TRIANGULATION STATION
N
PACIFIC
HECETA HEAD
LIGHTHOUSE
DEVILS ELBOW STATE PARK
SEA LION CAVES
Three Butte
Herman Peak
Pawn
T 17 S
T 18 S
T 19 S
T 20 S
NATIONAL
FOREST
S.N.F.
Minerva
Brickerville
Rainrock
Tide
Firo
Siuslaw
DARLINGTONIA STATE PARK
Heceta Beach
Mercer Lake
Collard Lake
The Portage
Beck
Tiernan
MAPLETON
Hollenbeck
Neely Mtn
Wendson
Cushman
Threemile Prairie
U S COAST GUARD STATION
FLORENCE MUNICIPAL AIRPORT
Siboco
FLORENCE
GLENADA
JOAQUIN MILLER FOREST WAYSIDE
GIRL SCOUT CAMP
JESSIE M. HONEYMAN STATE PARK
Canary
Mt. Popocatepetl
Sunset Mtn
Goodwin Peak
Mt. Grasbark
North Beach
WESTLAKE
Siltcoos
SILTCOOS LAKE
DRIFTWOOD PICNIC GROUND
OLD STAGECOACH ROAD PICNIC GROUND
R 12 W
R 11 W
R 10 W
DOUGLAS
COUNTY
36
101
227
①
②
③
④
ARRANGEMENT OF SHEETS FOR LANE COUNTY
1
2
3
4
5
6
KEY TO COUNTIES
Population of Lane County, 1950 Census
125,776
124°10'
124°05'
124°00'
123°55'
123°50'
44°
43°55'
43°50'



FAS 238

Section to be eliminated colored in Orange

FAS 238

SHEET 1 OF 6 MAP SHEETS AND 16 SUPPLEMENTAL SHEETS
SEE SUPPLEMENTAL SHEET 1A 2A FOR ENLARGED AREAS

1. AREA NORTH OF FLORENCE
2. GLENADA
3. WESTLAKE
4. MAPLETON
5. SWISSHOME
6. TRIANGLE LAKE

GENERAL HIGHWAY MAP
LANE COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

ulation of Lane County, 1950 Census
125,776

ROADSIDE CULTURE AS OF 1955

SCALE 0 1 2 3 4 Miles

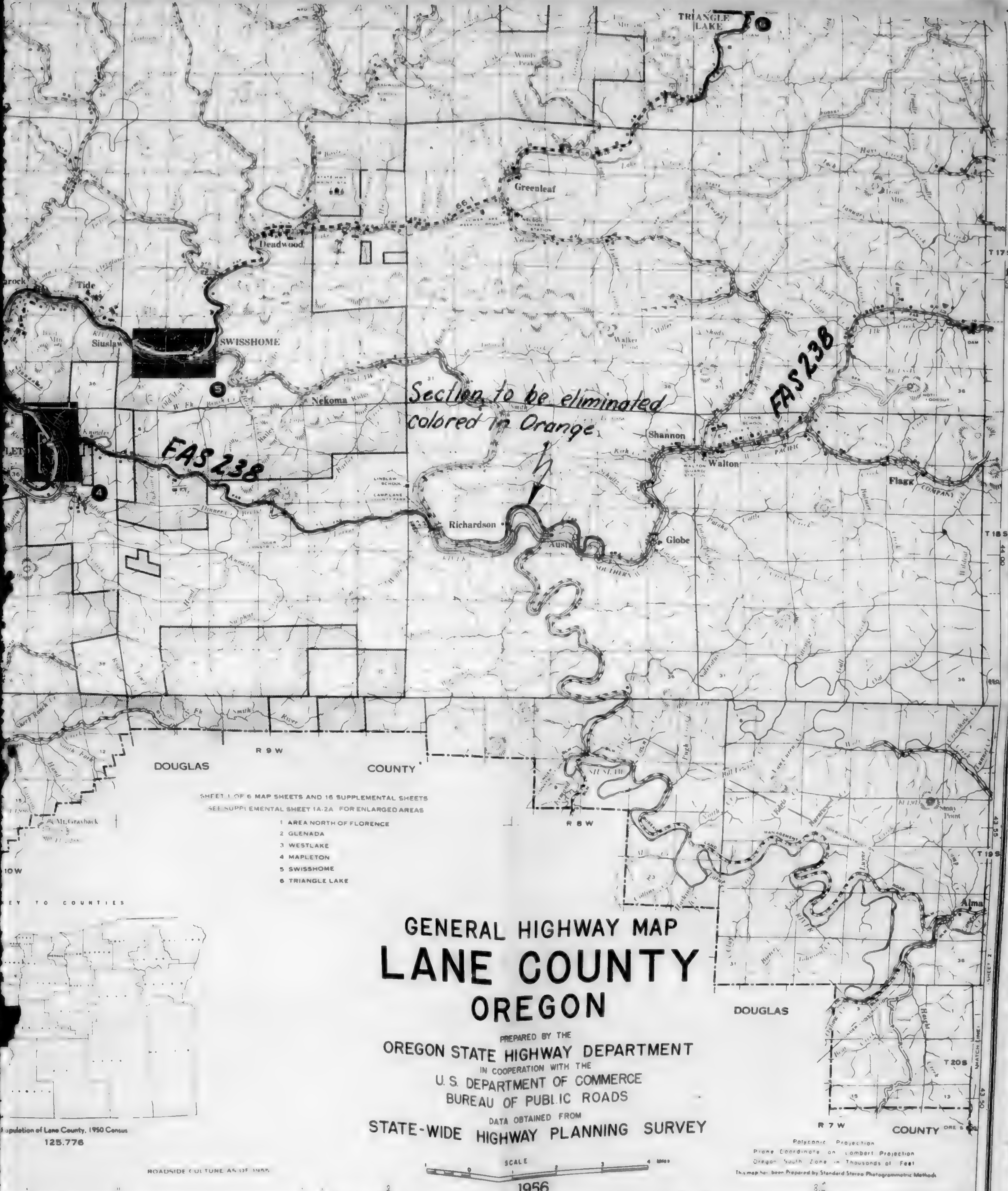
1956

Polyconic Projection
Plane Coordinate on Lambert Projection
Oregon South Zone in Thousands of Feet
This map has been Prepared by Standard Stereo Photogrammetric Methods

SHEET 1

GENERAL HIGHWAY MAP LANE COUNTY OREGON 20

S.T. No. 123



Section to be eliminated
colored in Orange

FAS 238

FAS 238

SHEET 1 OF 6 MAP SHEETS AND 16 SUPPLEMENTAL SHEETS
SEE SUPPLEMENTAL SHEET 1A-2A FOR ENLARGED AREAS

1 AREA NORTH OF FLORENCE
2 GLENADA
3 WESTLAKE
4 MAPLETON
5 SWISSHOME
6 TRIANGLE LAKE

KEY TO COUNTIES

Population of Lane County, 1950 Census
125.776

GENERAL HIGHWAY MAP
LANE COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

ROADSIDE CULTURE AS OF 1955

Polyconic Projection
Plane Coordinate on Lambert Projection
Oregon South Zone in Thousands of Feet
This map has been Prepared by Standard Stereo Photogrammetric Methods

APPROVED APRIL 19, 1957

S.T. No. 123

RECEIVED
MAY 2[illegible] 1957
FOR FILING

FORM E-90X—37,900—2-57—1477

[illegible]34 (12)

5138

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 24th, 1957

SUBJECT:

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

I am reluctantly approving your Authority for Survey on Richardson-Siuslaw River Unit, Richardson-Walton Section, Richardson-Eugene Highway.

It is my assumption that this money is necessary to complete the survey. However, I take issue with the excuse that it was necessary to cross-section a great deal of this line, this being the reason for the excess cost. This location, while in somewhat rough country, was in effect a retracing, required no P Line and there is no great amount of culture.

I suggest that you look into the reason for a cost of $3,000 per mile on such a location. May we have a report.

Tom Edwards
Construction Engineer

TE:AR

cc to: Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
MAY 27 1957
OFFICE OF
STATE HIGHWAY ENGINEER

103-1609 Evelyn St. Channelization 1958
Sec. of the Clackamas Hwy.
#5139

(VA)
1898

RECEIVED
[illegible] 1958
FOR FILING
[illegible]

Jul

OREGON STATE HIGHWAY DEPARTMENT
(date)

December 19, 1958

(CONTRACT NO.) 5139	(EST. NO.)	(CONTRACTOR)	
5139	8 Final	Parker & Fuhrman	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
29777	H231707	$781.06	12-19-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 90 workdays from Mar. 22, 1958

Time Extensions: None

Completion Date: Oct. 8, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Dec. 19, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:
[illegible] 1958
GC

NOTED ON CARD
em

RECEIVED
DEC [illegible] 1958
FOR FILING

[illegible] 1609

5139

Dec. 8, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 5139, for grading, paving and illumination on the Evelyn Street Channelization Section of the Clackamas Highway in Clackamas County was completed by the contractor, Parker & Fuhrman, on Oct. 8, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $781.08 will be released to the contractor on or after Dec. 18, 1958. The total contract amount is $26,035.95, of which amount $169.19 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Amorata & Schram
520 Mead Bldg.
Portland, Oregon

NOTED ON CARD

RECEIVED
OCT 31 1958
FOR FILING

[illegible]

5139

October 30, 1958

CERTIFIED MAIL

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Parker & Fuhrman in connection with contract No. 5139, covering grading, paving and illumination on the Evelyn Street Channelization Section of the Clackamas Highway in Clackamas County.

This payment, in the amount of $1,967.50, will be released to the contractor on or after November 10, 1958. The retained percentage is $781.08.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Glens Falls Insurance Co.
Amerata & Schram
520 Mead Bldg.
Portland, Oregon

NOTED ON CARD

Form E-1-

1

103-1609

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 10, 1958

Section Evelyn St. Channelization

Kind of work Grading, Paving & Illumination

Highway Clackamas County Clackamas

Section prefix 103-1609

Contractor Parker - Fuhrman

Contract number 5139

Date of contract March 12, 1958

Specified work days 90

Date work started April 2, 1958

Work days used 59

Project authorization $ 32,026

Exclusive of engineering $ 29,749

Per cent of time elapsed 66 %

Estimated cost of completed project, exclusive of engineering $ 26,870

Estimated per cent overrun or underrun Underrun 10 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 2,277

Engineering cost to date $ 2,570, 100+ %

Date project was completed October 8, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

On Tuesday, the contractor laid the traffic bars on the channelization islands. They were painted the same day by the state crew. Wednesday the project was cleaned up and considered completed.

CONSTRUCTION DIVISION
RECEIVED
OCT 13 1958
NOTED-- CE ACE ACE CDE

Noted
W. N. Juve

Signed Willard J. Scofield

Address Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.22	0.22			0.22
Miles partially completed					
Miles completed	0.22	0.22			0.22
Total estimated quantities (contract)	2,440	3,100			700
Total quantities corrected to date	1,790	2,509			864
Estimated quantities moved or placed to date	1,790	2,509			864
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift				jiggle bars	8
Average force on project for week					6

Men	6
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	1
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., 1 - Jiggle Bar Machine, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Cloudy-Showers PM.		
Wednesday	Fair		
Thursday	Cloudy		
Friday	Cloudy		
Saturday			

FORM S-132

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR 1 1958
FOR FILING

Mar. 31, 1958

Parker & Fuhrman
11524 S. E. Foster Road
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5139, awarded Mar. 12, 1958, for grading, paving and illumination on the Evelyn Street Channelization Section of the Clackamas Highway in Clackamas County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 18 1958
FOR FILING

[illegible]

5139

March 12, 1958

Parker & Fuhrman
11524 S. E. Foster Road
Portland, Oregon

Gentlemen:

The State Highway Commission on February 28, 1958 accepted your proposal for grading, paving and illumination on the Evelyn Street Channelization Section of the Clackamas Highway in Clackamas County for the sum of $27,167.90 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5139.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 12, 1958

Parker & Fuhrman
11524 S. E. Foster Rd.
Portland, Oregon

Gentlemen:

Contract for grading, paving and illumination on Evelyn Street Channelization Section of Clackamas Highway, Clackamas County awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
Files ✓
C. W. Head

RECEIVED
MAR 13 1958
FOR FILING

[illegible]

5139

FORM E-[illegible]—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 11, 1958

SUBJECT: Evelyn Street Channelization Project
Clackamas Highway, Clackamas County

To: Mr. S. H. Probert
OFFICE

L

An advance deposit of $12,720 has been received from Clackamas County on the subject project. This project is now clear for award of contract.

C. G. Swenson

C. G. Swenson
Engineer, County and City Relations

CGS:mm

cc: G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
MAR 11 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 6-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
MAR 5 - 1958
FOR FILING
10-1659
5139

March 4, 195

Portland General Electric Company
Electric Building
Portland 5, Oregon

Re: Portland General Electric Co.
Power Line Adjustment
Evelyn St. Channelization
Clackamas Highway
Clackamas County

Gentlemen:

Bids on the above titled project were received on February 28 and some of the facilities must be adjusted in order to accommodate the highway construction.

The adjustment involves the relocation of two poles located on the westerly side of Evelyn Street south of the highway. These poles are on county road right of way by agreement with the county so that it will be your obligation to make the necessary adjustment without costs to the State. It is requested that you proceed with the work as soon as reasonably may be possible.

Further details will be secured from Mr. Willard J. Scofield, Box 4699, Portland 2, who is resident engineer on the project.

Yours very truly,

J. W. DeSousa
Assistant Counsel

JWD:bk
cc - Forrest Cooper ✓
L. H. Young
J. T. Skelton
W. J. Scofield
F. W. Farrar

RECEIVED
MAR 4 1958
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

1

FORM E-123X 50M

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
MAR 5 - 1958
FOR FILING
103-1609
5139

March 4, 1958

Pacific Telephone & Telegraph Co.
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone & Telephone Co.
Telephone Line Adjustment
Evelyn St. Channelization
Clackamas Highway
Clackamas County

Gentlemen:

The bids on the above titled project were received on February 28 and some of the facilities must be adjusted in order to accommodate the highway construction.

The adjustments involves the relocation of contacts on two power poles now located on the westerly side of Evelyn Street south of the highway.

The power poles are located on county right of way so that it will be your obligation to make the necessary adjustments without cost to the State.

It is requested that you proceed with the work as soon as reasonably may be possible.

Further details will be secured from Mr. Willard J. Scofield, Portland 2, who is resident engineer on the project.

Yours very truly,

J. W. DeSousa
Assistant Counsel

JWD:bk
cc - Forrest Cooper ✓
L. H. Young
J. T. Shelton
W. J. Scofield
F. W. Farrar

RECEIVED
MAR 4 1958
OFFICE OF
STATE HIGHWAY ENGINEER

NOTE
FORREST COOPER

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FOR FILING

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COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R

February 25, 1958

Portland Gas and Coke Company
132 N.W. Flanders
Portland 9, Oregon

Re: Portland Gas and Coke Company
Gas Line Adjustment
Evelyn Street Channelization
Clackamas Highway
Clackamas County

Gentlemen:

Bids on the above titled project will be received on February 28, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the lowering or protection of your existing main near Station 291 where a storm sewer is to be installed along the northerly side of the highway. This facility was placed on State right of way under the terms of Permit No. 4482, dated September 27, 1957, and it will be your obligation to make the necessary adjustment without cost to the State. It is requested that you proceed with the work as soon as reasonably may be possible.

Further details may be secured from Mr. Willard Scofield, Box 4699, Portland 2, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:KN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. A. G. Skelton
Mr. F. W. Farrar
Mr. Willard Scofield

NOTED

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FEB 25 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

FORM 530—50M—11-55—90224

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 18, 1957

SUBJECT: Evelyn Street (Clackamas) Channelization
Clackamas Highway

To: G. S. Paxson
Assistant State Highway Engineer
BUILDING

Following up on the above indicated matter which we discussed verbally, I talked with Lloyd Shaw on modification of plan as will preclude the need for additional right of way easterly of the intersection. I think the line can be shifted sufficiently to keep with the present right of way.

I am returning Mr. Swenson's file, plans, etc., to him. Mr. Shaw has the right of way map tracing and will return directly when he is through with it.

F B Crandall
F. B. Crandall
Traffic Engineer

FBC:dp
cc: Lloyd Shaw
C. G. Swenson (Attachment)

NOTED

RECEIVED
18 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Carl E. Green & Associates
CONSULTING ENGINEERS

TELEPHONE: BROADWAY 2770
510 HENRY BUILDING
PORTLAND 4, OREGON

FILE 6

DATE December 13, 1957

NOTED
G.S. PAXSON

Mr. A. G. Skelton, Division Engineer
State Highway Department
9200 S. E. McLoughlin Blvd.
Portland, Oregon

Re: Safeway Stores, Inc.
Proposed Pressure Sewer Line

Dear Mr. Skelton:

During recent months we have discussed with your Mr. Broadwell and Mr. Rohrbaugh on a number of occasions the proposed Safeway pressure sewer line which is to follow S. E. 82nd Avenue to Gladstone and McLoughlin Blvd. to the Oregon City Plant. We have also on several occasions made field investigations with your representatives.

On December 10, I again conferred with Mr. Glenn Paxson, Assistant State Highway Engineer, and Mr. Tom Edwards, Chief of the Construction Division, regarding the proposed traffic interchange at Gladstone and the McLoughlin Highway bridge crossing of the Clackamas River. We left with Mr. Edwards a plan and profile of our proposed pipe line in the vicinity of the proposed interchange. Mr. Edwards advised that they expected to complete their basic plan of the interchange as it is now revised, and furnish a drawing to us about the end of this week. We have also reached agreement with Mr. Paxson regarding the detail methods to be employed in crossing the Clackamas River bridge.

I transmit herewith for your information and review, preparatory to the issuing of a permit for the proposed work, a set of plan and profile drawings for the proposed line. If any additional changes are necessary after receipt of the interchange plans from Mr. Edwards, we shall submit a revised drawing to you.

If there are any questions regarding this proposed project, please let me know.

Very truly yours,

CARL E. GREEN & ASSOCIATES

By Carl E. Green

CEG:mm
cc: Safeway Stores, Inc., Mr. Walker - 2
Mr. Glenn Paxson, Assistant State Highway Engineer ✓
Mr. Tom Edwards, Chief, Construction Division. State Highway Dept.

RECEIVED
OCT 7 1957
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
September 18, 1957

Agenda Item 5-i

Cooperative Construction Agreement
Evelyn Street (Clackamas) Channelization
Clackamas Highway
Clackamas County

287

Mr. C. G. Swenson
City & County Relations Dept.
Office

Attention: John D. Graham
Office Engr., County & City Relations

Attached hereto is a conformed copy of a cooperative construction agreement with Clackamas County covering the channelization at Evelyn Street (Safeway Stores) in Clackamas County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Clackamas County.

Secretary

rn
Attach: 1

REFERRED TO
BY SECRETARY

5

RECEIVED
SEP [illegible] 1957
FOR FILING

Clackamas

September 18, 1957

County Court of Clackamas County
Court House
Oregon City, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Clackamas County a fully executed copy of an agreement between the State Highway Commission and Clackamas County covering the channelization at Evelyn Street (Safeway Stores) in Clackamas County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

FORM E30—30M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 5, 1957

SUBJECT: Cooperative Construction Agreement
Evelyn Street (Clackamas) Channelization Section
Clackamas Highway No. 171
Clackamas County

(Assignment #257)

To: Mr. G. S. Paxson
OFFICE

AGENDA
SEP 12 1957
5-i
3 i

L

Attached are three copies of an agreement covering the subject named project. Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

This completes Assignment No. 257.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date Sept. 5, 1957

Ⓐ
2 COPIES TO
BE SIGNED

~~AUTHORIZED BY HIGHWAY COMMISSION~~
~~DATE~~
~~Secretary~~

M

RECEIVED
AUG 20 1957
FOR FILING

Clackamas

Salem, Oregon
August 19, 1957

Agreement with Clackamas County
re channelization at Evelyn
Street in Clackamas County

Mr. C. G. Swenson

I am returning herewith the agreement with Clackamas County covering the channelization at Evelyn Street (Safeway Stores). Since this is not within a city, we have very little grounds to require the County to maintain the lighting of the traffic islands. Will you please have this redrafted so that the State takes care of the operation and maintenance of these lights.

G. S. Paxson

GSP:gm
Attach.

cc Mr. W. C. Williams

FORM 530—12½M—6-53—66200

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 7, 1957

SUBJECT: Cooperative Construction Agreement
Evelyn St. (Clackamas) Channelization
Section
Clackamas Highway No. 171
Clackamas County

To: Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Attached herewith are seven copies of an agreement with regard to the above-mentioned subject in answer to your request stated in your letter of July 25, 1957. Copies of Exhibit "A" may be obtained from the County and City Relations Division.

GLEN V. SORENSON
Assistant Attorney

GVS:bk
Attach.

RECEIVED
AUG 7 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 7 1957
FOR FILING

Clackamas

Salem, Oregon
July 29, 1957

Cooperative Construction Agreement
Evelyn St. (Clackamas) Channelization Sect.
Clackamas Highway No. 171
Clackamas County

Mr. Leonard I. Lindas
OFFICE

The State Highway Commission plans to call for bids on the subject named project in the near future. It is requested that an agreement be prepared covering the following points:

RECITALS: Standard paragraphs

THINGS TO BE DONE BY STATE

1. State shall prepare the plans, let and award all contracts, and supervise the construction of the said project.

2. State shall pay the total actual costs and disbursements incurred in the furnishing and installing of luminaires and traffic island lights.

3. Upon completion of the construction of the street work in connection with said project, State shall submit to County an itemized statement of the total actual costs and disbursements of said work, and State shall refund to County any amount by which the 50% deposit required from County in paragraph 2 under THINGS TO BE DONE BY COUNTY exceeds 50% of the total actual costs of said street work.

4. State is to acquire all necessary right-of-way in connection with the project and title to said right-of-way shall be retained by State.

THINGS TO BE DONE BY COUNTY

1. County, by execution of this agreement, does hereby consent to and officially approve the plans attached hereto marked Exhibit "A."

2. County shall, before award of a contract, deposit with the State a sum of money equal to 50% of the estimated total cost of the project. The "estimated total cost of the project" as that term is used herein means the total sum of all bid items contained in the low acceptable bid plus additional anticipated items,

NOTED
G. S. PAXSON

plus 12-1/2% of the said bid and additional anticipated items for engineering and contingencies, excluding luminaire units and traffic lights. If the total actual cost of the project exceeds County's deposit, then County upon receipt of an itemized statement from State shall pay to the State Highway Commission the sum which, added to County's advance deposit, represents County's one-half share of the total actual cost.

3. County shall reimburse State for all right-of-way acquired in connection with the project.

4. County shall maintain the luminaire units and traffic lights covered in this project at its own expense and shall pay for the electrical energy consumed.

Please prepare seven copies of the agreement in addition to any required by the Legal Division. Copies of the exhibit will be furnished by County and City Relations Division.

[illegible] (Sgd.)
G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: Tom Edwards
C. G. Swenson

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JUL 26 1957
FOR FILING

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FORM 230—50M—11-55—80224

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 24, 1957

Clackamas

SUBJECT: Clackamas Co. Advance Deposit for R/W on Evelyn St. (Clackamas) Channelization Section of Clackamas Highway No. 171

To: Mr. G. S. Paxson
OFFICE

We have received from Clackamas County an advance deposit of $1,224 which covers the cost of the required right-of-way on the subject project.

The right-of-way to be acquired is as follows:

R/W File	Name	Consideration
26305	Miles Engle	$ 700
26306	" "	124
26307	Linn S. Latourette	30
26308	Emma Vahl et al	370
	Total.....	$1,224

The final report on right-of-way negotiation states that the grantors are to pay all taxes up to and including 1956-1957 taxes. If the deeds are dated subsequent to July 1, 1957, there will be some accrued 1957-1958 taxes to be paid. This matter was not resolved with the county except that the Court said it would be satisfactory with them if the deeds were dated on or before June 30, 1957. If this is not possible, we can request the county to refund any 1957-1958 taxes which we may be required to pay.

The right-of-way division should be advised as to action to be taken by them.

C. G. Swenson
C. G. Swenson
Engineer, County and City Relations

CGS:mm

NOTED
G. S. PAXSON

[redacted]D

FOR FILING

Const

App. Rds

Jen

April 24, 1957

Clackamas County Court
Courthouse
Oregon City, Oregon

Gentlemen:

Pursuant to our conference Monday, April 22, I am requesting our Right of Way agents to proceed with the securing of options for the right of way necessary to improve the intersection between the Clackamas Secondary Highway and Dedman Road east of Clackamas Station. They will secure options on this right of way, present them to the County Court for its approval, and the County Court will then complete the transaction. It was also agreed that in order to simplify the record, title for the right of way would be left with the State.

We will proceed with the development of final plans for the project and put the project up for competitive bidding at a Commission meeting subsequent to July 1. The bids will be taken so that the lighting can be kept separate from the street work. The cost of the lighting will be paid entirely by the State, and the State and the County will cooperate equally in the cost of the street work. Our preliminary estimates are that this street work will cost $20,000, making the cost $10,000 each to the County and State.

After receiving bids, the County will deposit with the State its share of the low bid on the street work, plus the usual allowance for engineering and contingencies. After completion of the project and payment of the final estimate, the exact amount of County contribution can be determined.

I believe this conforms to the decisions made at our conference.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. R. L. Porter
Mr. C. G. Swenson

GSP:gm

RECEIVED
APR 24 1957
FOR FILING
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Salem, Oregon
April 23, 1957

Intersection Clackamas Secondary
Highway and Evelyn Avenue (Dedman
Road) near Clackamas Station

Mr. R. L. Porter
Right-of-Way Engineer

I am attaching a print showing the right of way to be acquired for the improvement of the intersection of Evelyn Street (Dedman Road) and the Clackamas Secondary Highway just east of the Clackamas Station overcrossing of the Southern Pacific Company's tracks. I am also attaching copies of the descriptions of the properties to be acquired. You will note that these descriptions show several different ownerships. The best advice I can now get is that the ownership of all the property, with the possible exception of the 8-foot strip lying west of Grand St., is consolidated in the name of Mr. Latourette, who is a brother of the County Judge of Clackamas County.

Our agreement with the County is that we will secure options on the property in the name of the State and clear these with the Clackamas County Court, who will actually pay the cost of the right of way, the title to remain in the State Highway Department. As a part of the transaction we are to deed to the present property owners a small triangular tract of excess right of way lying between Grand Street and Evelyn Street.

This matter still has to go to the Highway Commission for its formal approval of the project so no details should be closed until this is done, but I would like to have everything ready so that we can get the project under contract at least by a meeting in July.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.
cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. C. G. Swanson

RECEIVED
APR 18 1957
FOR FILING

Court
[illegible]
[illegible]

April 18, 1957

Clackamas County Court
Court House
Oregon City, Oregon

Gentlemen:

I have your letter of April 15 concerning the intersectional treatment of the Clackamas Secondary Highway and Evelyn Avenue (Dedman Road), near Clackamas Station.

At the time of the Public Utility Commissioner's hearing on this project, the only proposal for a connection was at Fairfield Avenue, and this would only involve the placing of pavement from the edge of the traveled way out to the normal highway right-of-way line. Later on I understand that the County decided to substitute the connection at Evelyn Avenue because of two things: first, the hazard of a connection at Fairfield Avenue due to the speed at which traffic would operate at the foot of the descending grade; and second, because of the cost of improving Fairfield Avenue to a connection with Dedman Road.

In order to make this connection at Evelyn Avenue, we made a design and of the total project approximately one half is outside of what would be the normal highway right of way. Since it would not be practicable to segregate the work on the normal right-of-way width and off of this width, we propose that the entire project be lumped together and that the State bear one half the total cost. We propose this even though the State cost under this scheme would be materially more than we had anticipated incurring at Fairfield Avenue.

In making the right-of-way transfer, we suggest that title for the entire area be left with the State simply as a matter of convenience in the transfer of title. Since the entire area is for public use, it makes little difference whether the title is to the State or County.

It would be appreciated if you would consider this matter again and advise me as to your thinking.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. C. G. Swenson

GSP:gs

COUNTY OF CLACKAMAS
COUNTY COURT

C. E. LATOURETTE, JUDGE
DARRELL JONES, COMMISSIONER
S. C. ELY, COMMISSIONER

OREGON CITY 2641
OLIVE 4-6591

COUNTY COURT HOUSE, OREGON CITY, OREGON

April 15, 1957

Mr. G. S. Paxson
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Paxson:

We are enclosing herewith a copy of "Excerpts from Official Transcript of Proceedings before the Public Utilities Commissioner of the State of Oregon."

It is our opinion according to the transcript that the State intends to do all the work on the State Highway. We are ready to take care of the necessary improvements on Market Road No. 16 including the purchase of the necessary right of way for improvement of the intersection.

Sincerely,

CLACKAMAS COUNTY COURT

Ed Latourette
County Judge

Darrell Jones
Commissioner

S. Ely
Commissioner

CCC/dab

EXCERPTS FROM OFFICIAL TRANSCRIPT OF PROCEEDINGS

BEFORE THE PUBLIC UTILITIES COMMISSIONER

STATE OF OREGON

In the Matter of the Application of the
State of Oregon by and through its
State Highway Commission, for authority
to cross over the tracks and right of way
of Southern Pacific Company and over and
across an industrial spur track on the revised
location of Clackamas Highway No. 171,
near Clackamas, in the SE¼ of Section 9,
Township 2 South, Range 2 East, W.M.,
Clackamas County, Oregon.

F-2429

Clackamas County Court House
Oregon City, Oregon
1:30 PM, February 21, 1955

....

CROSS EXAMINATION OF MR. SKOKO
BY MR. BUTLER

Q. Mr. Skoko, are you in a position to state whether the County intends to extend Fairview Avenue in a southerly direction from where this improvement will take place so that it intersects with County Road No. 16?

A. We have virtually agreed among the court members, if my memory serves me correctly, with one of the highway officials that we would cooperate in the establishment of a road within the boundaries or approximate boundaries paralleling those with Fairfield to the southerly intersection of the proposed realignment.

Q. Well, I am not sure that I understand you. You are familiar with the site purchase here and the improvement which you just referred to - would that permit the Safeway trucks going out of that distribution center to cross over the improvement of which you spoke, so that they would reach the improvement which the highway commission would make?

A. It is my understanding that it will with cooperation of the State in regard to the radius of the curve that will be used as an approach to the state highway.

Q. In other words, it wouldn't necessarily be an extension of Fairfield?

A. Possibly not. That one matter I believe will be ironed out with the State Highway Department and with the County Court in regard to an approach for the west bound traffic off of Market Road 16 crossing the new realignment.

Q. Now, would this improvement be conditioned on the closing of the grade crossing that has been designated as C-759.3 that is the designated line, in other words, would you make the improvement in any event whether that crossing were--

A. No. there would not be aneed for it, but in the event that the grade crossing on Market Road No. 16, which is more commonly known as Dedman Cut-off, were closed, then to cooperate with industry in that area the Court has agreed to do all within their means and cooperate with the State Highway Department to either widen the present Market Road #16 intersection withthe present highway or to reopen along the parallel boundaries of Fairfield to the new realignment and that beginning point would be a short distance north of Center Street and would be projected in a northwesterly direction to the new alignment.

Q. I was going to show you this, may I hand this to Mr. Skoko?

EXAMINER DON: Yes.

(Map handed to Mr. Skoko.)

Q. I am referring to this over-crossing marked Oregon State Highway. I just wanted to get it straight in my mind Mr. Skoko.

A. Approximately, not exactly, because of the ownership of the property here, but that is it approximately.

Q. But it would appear almost to be on an extension of Fairfield?

A. Yes.

MR. BUTLER: That is all, thank you.

....

DIRECT EXAMINATION OF G. S. PAXSON
BY MR. DeSOUZA

Q. There has been considerable discussion here of construction of a County road or construction by the County of a road which will connect with Fairfield Avenue or with the Highway at Fairfield and extend southerly to the Dedman Road. Are you familiar with the details of the proposed connection with the highway?

A. Yes.

Q. In general what will be the connection and how wide will be the connection of the paved section of the highway?

A. The State will grade and will surface out to the State right of way line - a connection to the width to which the County will build the road.

Q. And then will that be flared out with its connection with the highway pavement to facilitate the turns by trucks?

A. Yes, we are supposed to clear that out so that it will have a radius of 50 feet on the traveled roadway.

Q. And how long will that make the connection measured along the side of the highway pavement?

A. Oh, roughly 90 to 100 feet.

Q. Have you prepared any estimates of cost to the project?

A. Yes.

Q. What is the estimated cost of the entire project for the half mile length that has been mentioned, including the structure which has been designed?

A. $151,130.

CROSS EXAMINATION OF MR. PAXSON
BY MR. BUTLER

Q. Mr. Paxson in connection with this connecting road which I think you stated that you plan to prepare an access for that road on to the proposed improvement?

A. Yes.

Q. Now, that would be at grade?

A. It's at road grade.

Q. Is the cost of putting in the added improvement in the cost itself that you give?

Note

A. Yes.

Q. Just one other thing - are you familiar with the State Highway Commission's plans to put in a new highway west of the presently existing Highway No. 160?

A. Well, in a general way but not enough to give any authentic information on it at this time.

Q. Then you wouldn't know whether it is part of that plan - if the new one was put in whether the Highway Commission intends to connect this proposed improvement with that new highway?

A. Oh, yes if and when this new highway is built our secondary highway will run on through and connect with it.

Q. It will be an access in either direction from the new highway?

A. Yes.

....

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Court
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April 5, 1957

Clackamas County Court
Courthouse
Oregon City, Oregon

Gentlemen:

This is to make a record of our conference in your offices this morning with reference to the intersection of the street leading to the Safeway development and our secondary highway.

We are to negotiate with the property owners for the necessary property securing options in the name of the State, and after clearing these options with the County Court we will purchase the right of way in the name of the State. The State will contribute the excess right of way lying just westerly from the intersection as a part of the deal. The title to the right of way purchased will remain with the State. The County Court will reimburse the State for the sum expended in the purchase of the right of way.

We will recommend to the State Highway Commission that we enter into a cooperative agreement with the County or with the County and the Safeway people, as the case may be, under which the State will bear one-half of the construction cost of the project. The County Court is to confer with the Safeway people and advise us as to the allocation of the remaining one-half of the cost between the County and Safeway.

We will await word from the County Court before proceeding with any right-of-way negotiations.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. C. G. Swenson

FORM 230—20M—8-50—26684

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28th, 1957

SUBJECT:

To: Mr. E. A. Pease
Construction Office Engineer
Office

I hand you a print given me by Paxson concerning the development of the Safeway property on the Clackamas River Overcrossing Section near Oregon City. Please have descriptions prepared to accomplish the following:

1. Secure the property shaded or outlined in red.
2. Dispose of the property outlined in green.

The descriptions should be returned to my desk.

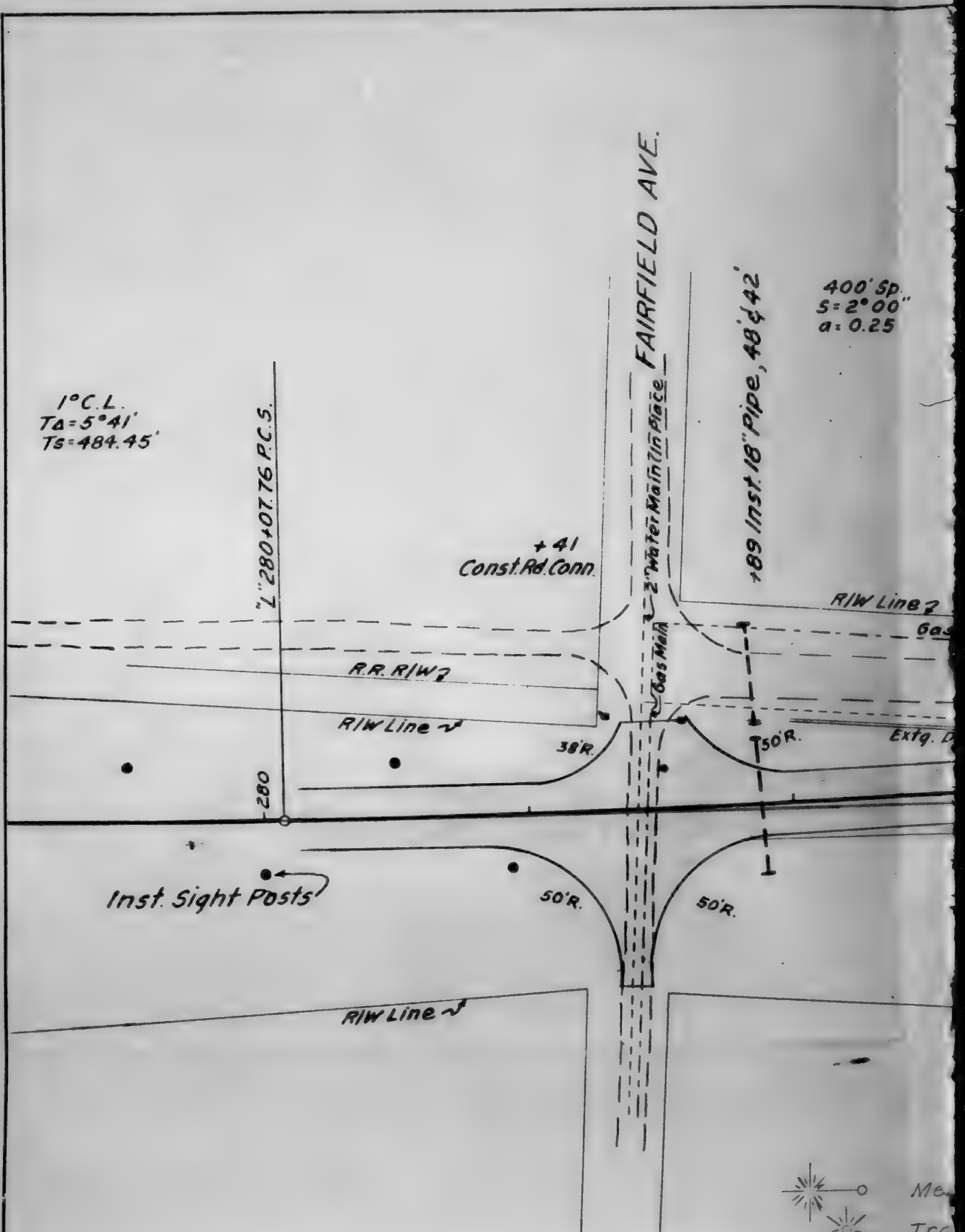
Tom Edwards
Construction Engineer

TE:AR
Enc.

4/1
Description attached hereto
EAP

Return to G.S.P.

RECEIVED
APR 1 1957
OFFICE OF
STATE HIGHWAY ENGINEER



FINAL SURVEY		BY	DATE
NOTE BOOK	SURVEYED		
	PLOTTED		
	TEMPLATE		
NO.	AREAS		
	AREAS CHECKED		

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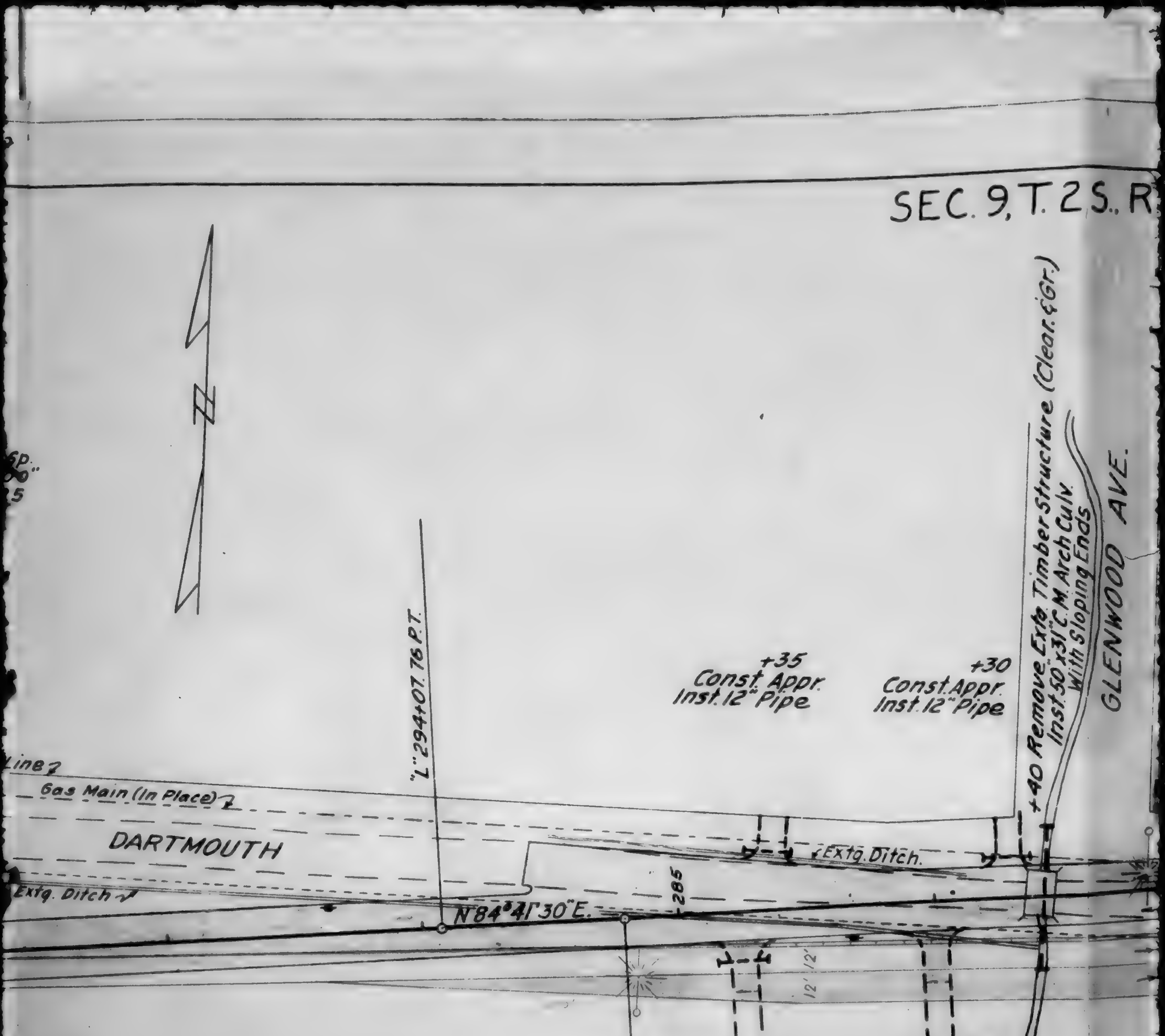
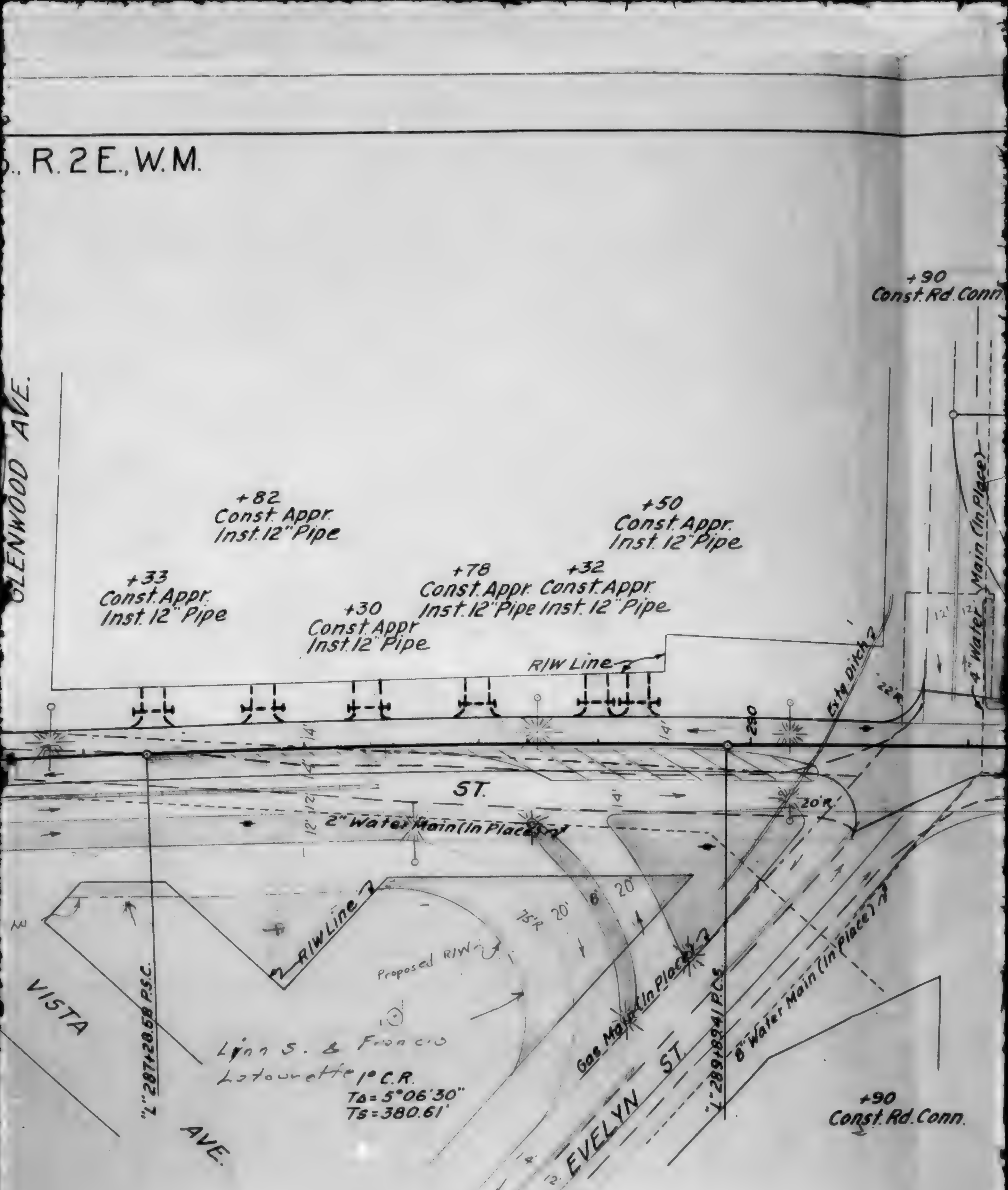
360° AIRPort

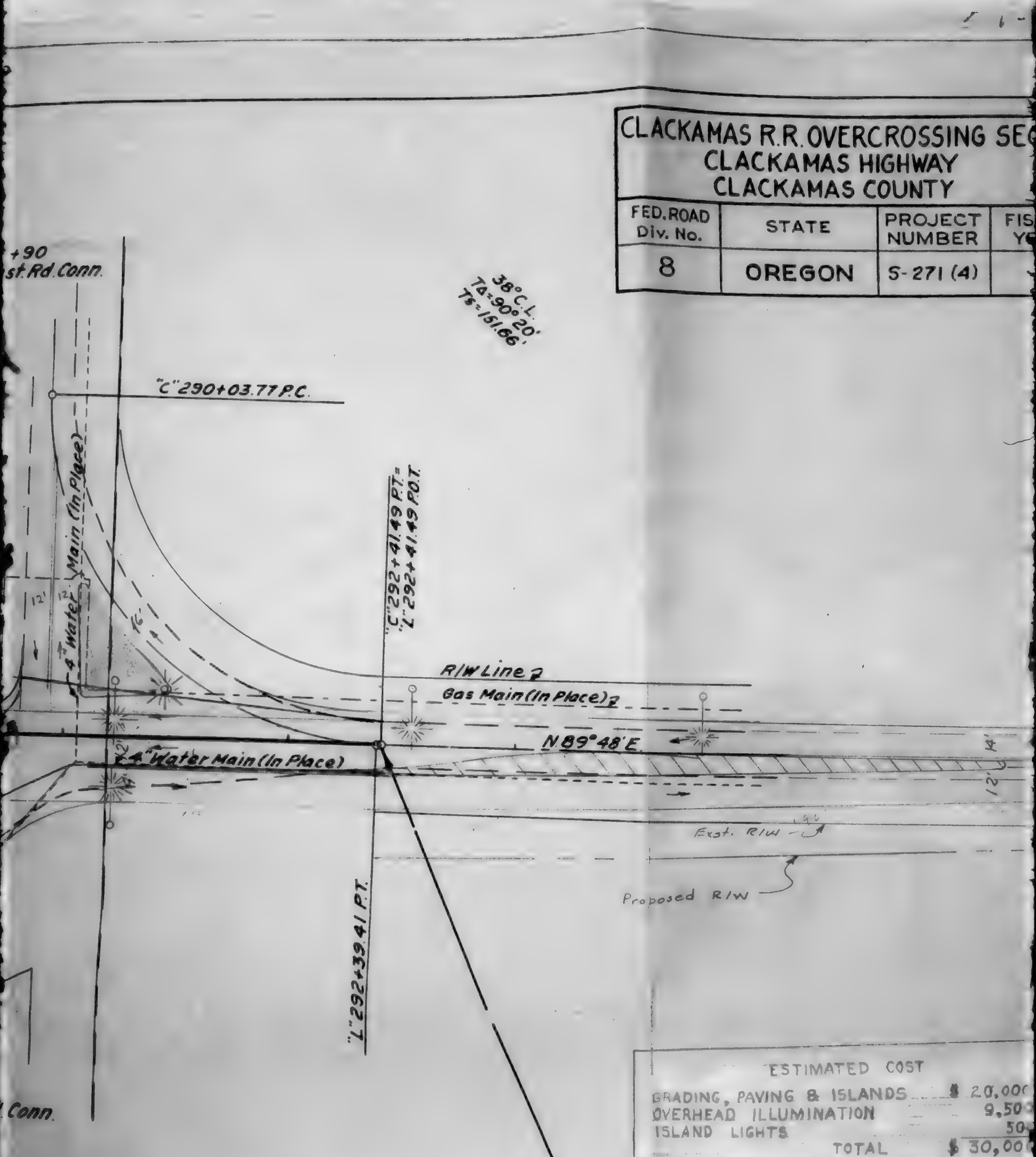

SEC. 9, T. 2 S., R
+40 Remove Extg. Timber Structure (Clear. & Gr.)
Inst. 50"x31" C.M. Arch Culv.
With Sloping Ends
GLENWOOD AVE.
+35
Const. Appr.
Inst. 12" Pipe
+30
Const. Appr.
Inst. 12" Pipe
"L" 294+07.76 P.T.
Line
Gas Main (In Place)
DARTMOUTH
Extg. Ditch
Extg. Ditch
N 84° 41' 30" E.
285
12' 12'
R/W Line
Proposed R/W
+25
Const. Appr.
Inst. 12" Pipe
R/W Line
"L" 284+78.58 P.S.
GRAND ST.
VIS
+00
Const. Appr.
Mercury-vapor Luminaire Unit
Traffic Island Light
250' Sp.
S=1°15'
a=0.4



.., R. 2 E., W.M.
GLENWOOD AVE.
+82
Const. Appr.
Inst. 12" Pipe
+50
Const. Appr.
Inst. 12" Pipe
+33
Const. Appr.
Inst. 12" Pipe
+78
Const. Appr.
Inst. 12" Pipe
+32
Const. Appr.
Inst. 12" Pipe
+30
Const. Appr.
Inst. 12" Pipe
+90
Const. Rd. Conn
4" Water Main (In Place)
R/W Line
Extg. Ditch
22'R
290
14'
12'
ST.
2" Water Main (In Place)
20'R
R/W Line
75'R
20'
20'
Proposed R/W
Gas Main (In Place)
8" Water Main (In Place)
VISTA
AVE.
"L" 287+28.58 P.S.C.
"L" 289+89.41 P.C.S.
Lynn S. & Francis
Latourette
1° C.R.
TΔ=5°06'30"
Ts=380.61'
EVELYN ST.
+90
Const. Rd. Conn.

CLACKAMAS R.R. OVERCROSSING SE
CLACKAMAS HIGHWAY
CLACKAMAS COUNTY

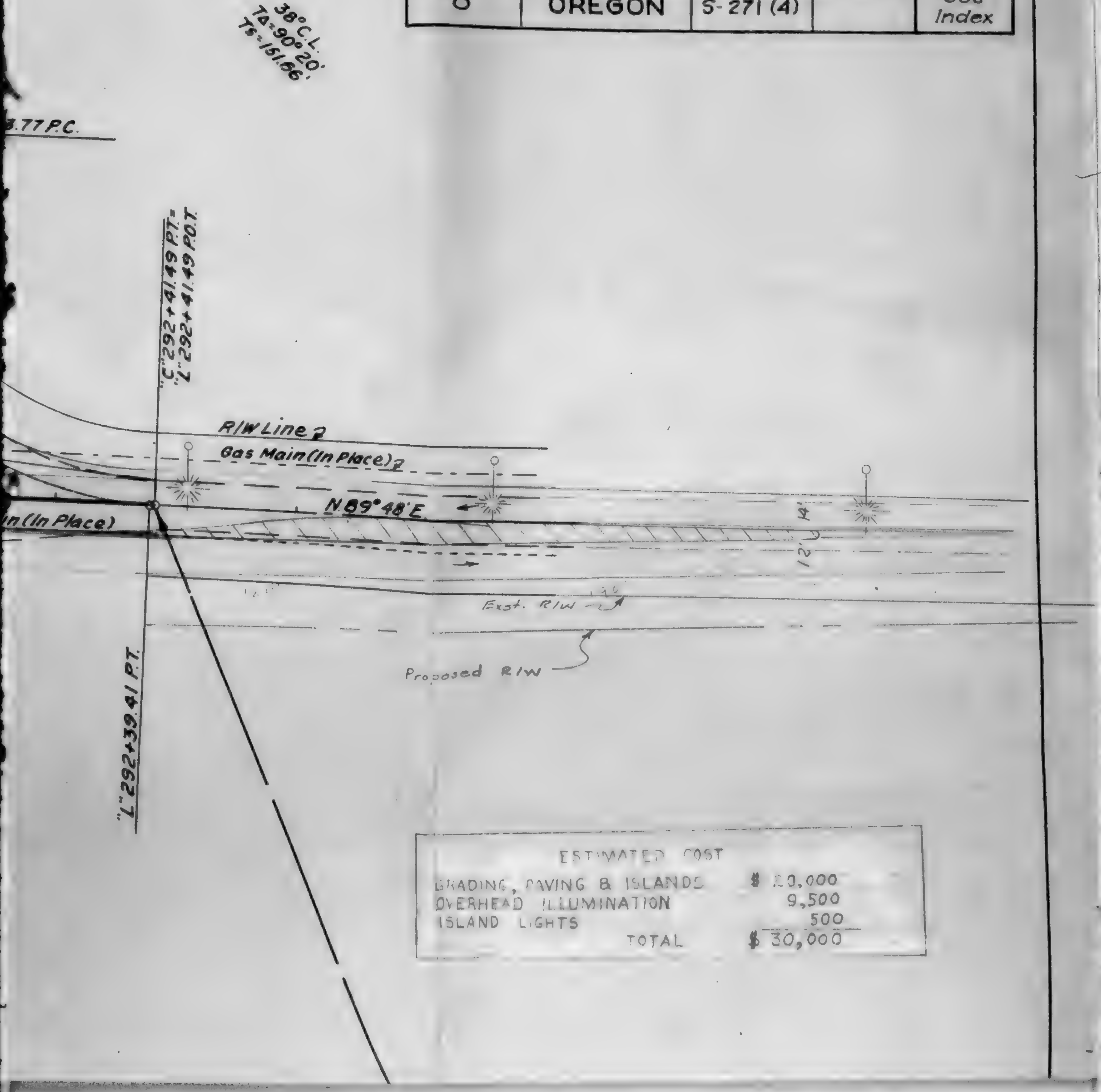
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FIS Y
8	OREGON	S-271 (4)	



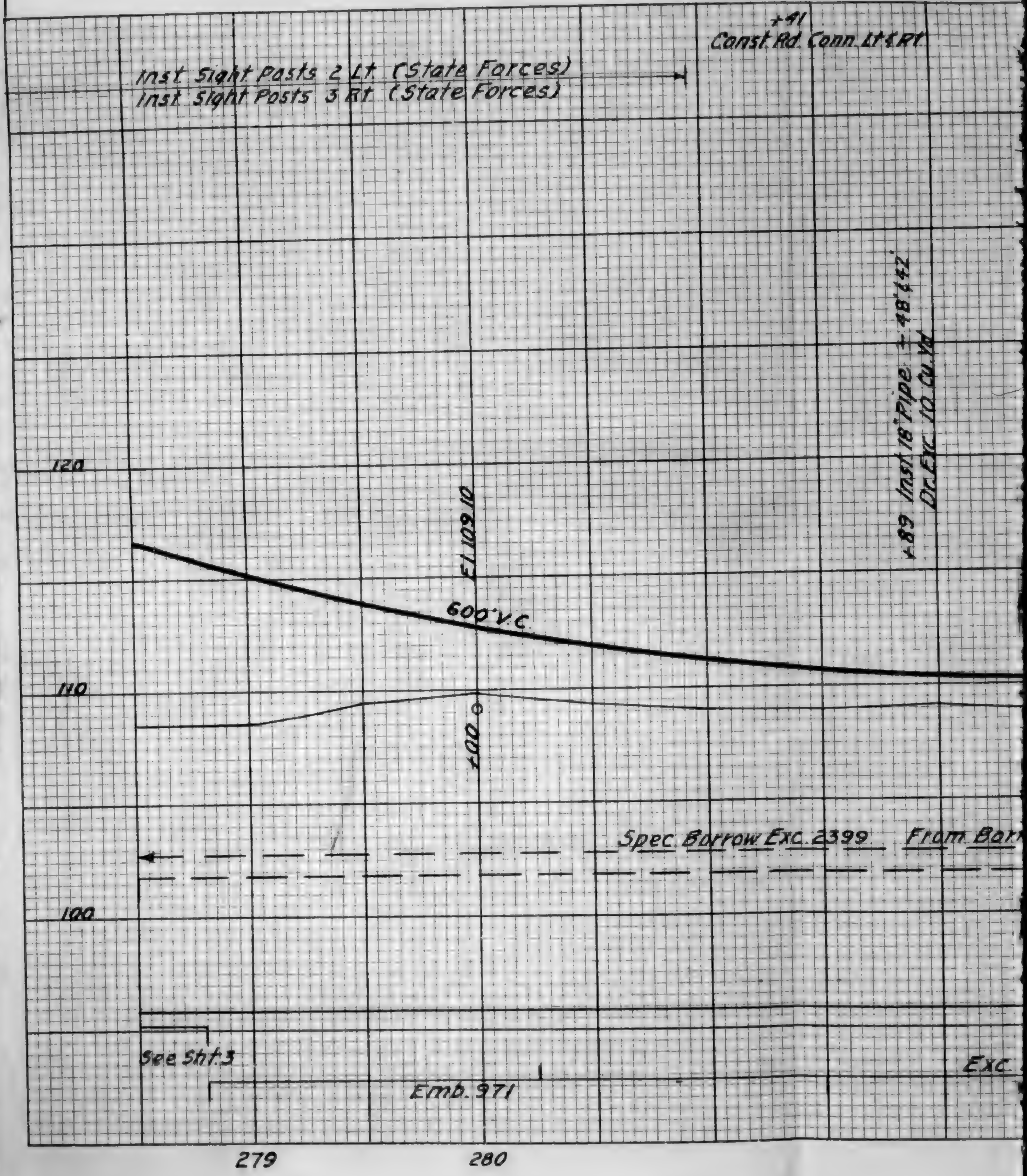
ESTIMATED COST

GRADING, PAVING & ISLANDS	$ 20,00
OVERHEAD ILLUMINATION	9,50
ISLAND LIGHTS	50
TOTAL	$ 30,00

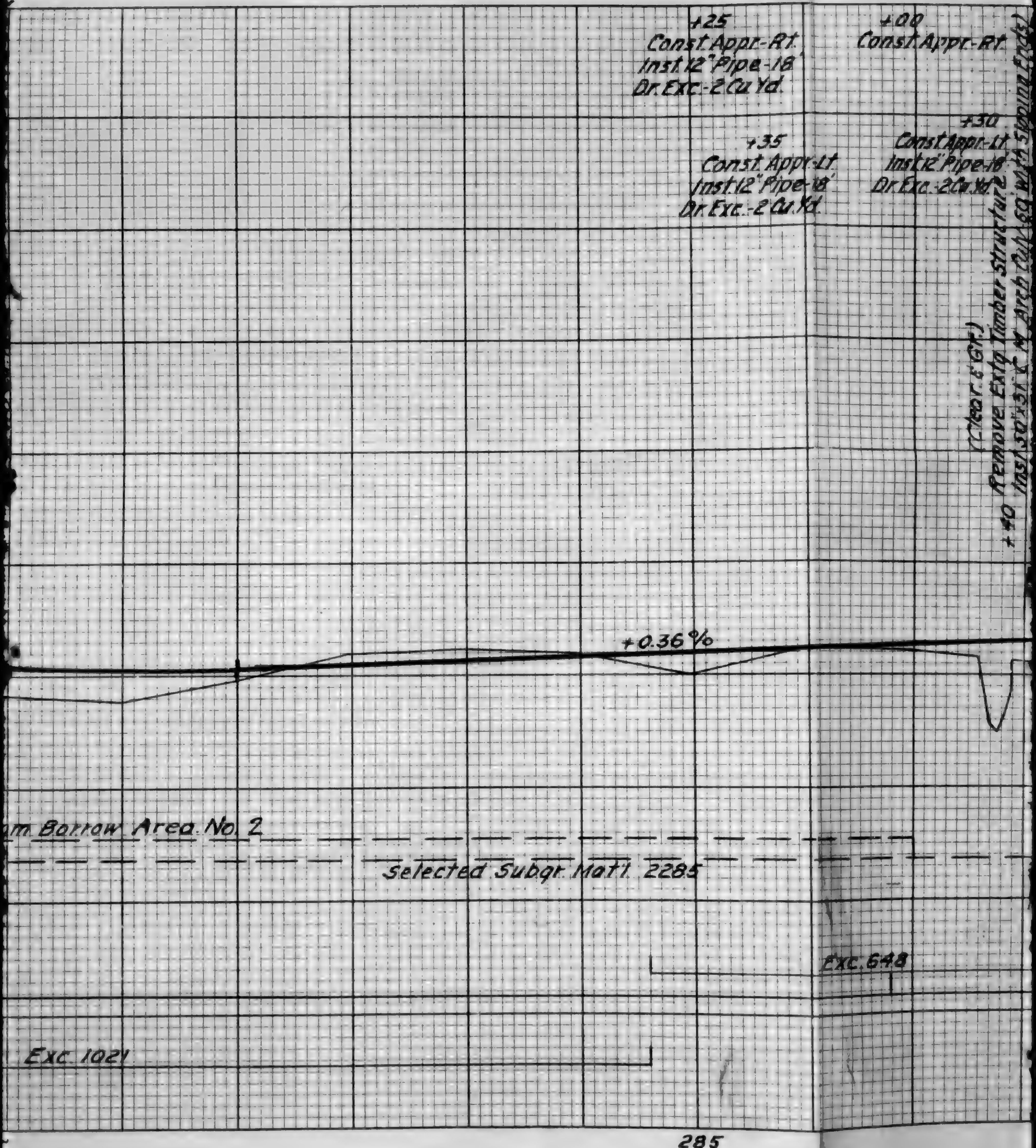
CLACKAMAS R.R. OVERCROSSING SECTN. CLACKAMAS HIGHWAY CLACKAMAS COUNTY				SHEET No. 4
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-271 (4)		See Index

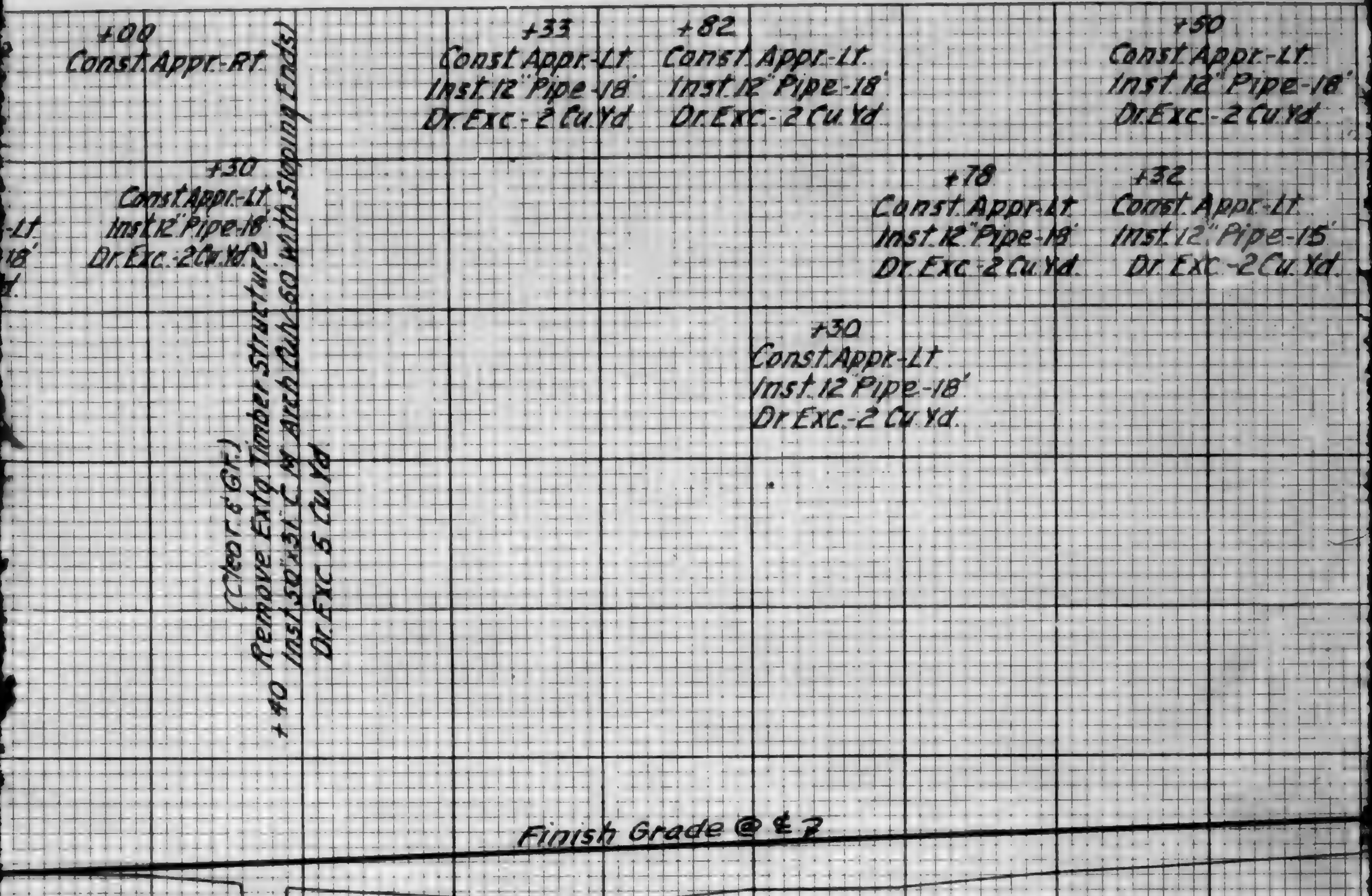


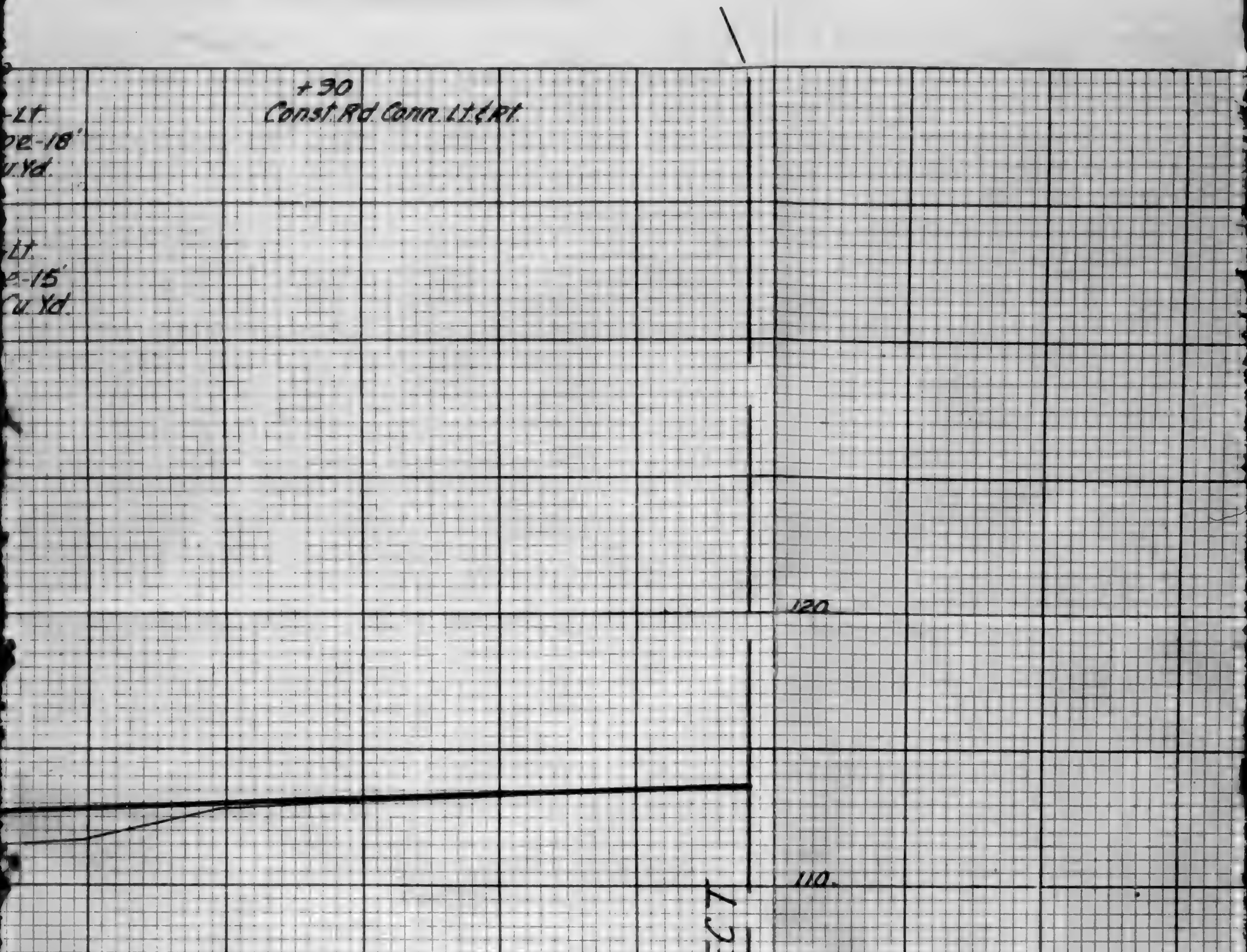
ESTIMATED COST	
GRADING, PAVING & ISLANDS	$ 20,000
OVERHEAD ILLUMINATION	9,500
ISLAND LIGHTS	500
TOTAL	$ 30,000


+41
Const. Rd. Conn. Lt.&Rt.
Inst. Sight Posts 2 Lt. (State Forces)
Inst. Sight Posts 3 Rt. (State Forces)
+89 Inst. 18" Pipe ± 48'&42'
Dr. Exc. 10 Cu. Yd.
120
El. 109.10
600' V.C.
110
+00
Spec. Borrow Exc. 2399 From Borr
100
See Sht. 3
Emb. 971
Exc.
279
280

4464


+25
Const. Appr.-Rt.
Inst. 12" Pipe-18'
Dr. Exc.-2 Cu. Yd.
+00
Const. Appr.-Rt.
+35
Const. Appr.-Lt.
Inst. 12" Pipe-18'
Dr. Exc.-2 Cu. Yd.
+30
Const. Appr.-Lt.
Inst. 12" Pipe-18'
Dr. Exc.-2 Cu. Yd.
+40 Remove Extg Timber Structure
Inst. 50"x31" C.M. Arch Culv. 60' With Sloping Ends)
(Clear 6' Gr.)
+0.36%
m Borrow Area No. 2
Selected Subgr. Mat'l. 2285
Exc. 648
Exc. 1021
285


-Lt.
18'
d.
+00
Const. Appr.-Rt.
+30
Const. Appr.-Lt.
Inst. 12" Pipe-18'
Dr. Exc.-2 Cu. Yd.
+40 (Clear. 8' Gtr.)
Remove Extg. Timber Structure
Inst. 50"x31" C.M. Arch Culv.-60' with Sloping Ends)
Dr. Exc. 5 Cu. Yd.
+33
Const. Appr.-Lt.
Inst. 12" Pipe-18'
Dr. Exc.-2 Cu. Yd.
+82
Const. Appr.-Lt.
Inst. 12" Pipe-18'
Dr. Exc.-2 Cu. Yd.
+30
Const. Appr.-Lt.
Inst. 12 Pipe-18'
Dr. Exc.-2 Cu. Yd.
+78
Const. Appr.-Lt.
Inst. 12" Pipe-18'
Dr. Exc.-2 Cu. Yd.
+50
Const. Appr.-Lt.
Inst. 12" Pipe-18'
Dr. Exc.-2 Cu. Yd.
+32
Const. Appr.-Lt.
Inst. 12" Pipe-15'
Dr. Exc.-2 Cu. Yd.
Finish Grade @ ℄ 2
Exc. 648
Exc. 167
Emb. 159


+30
Const. Rd. Conn. Lt. & Rt.
-Lt.
pe-18'
u.Yd.
-Lt.
pe-15'
Cu.Yd.
120
110
END OF PROJECT
STA. 292+41.49
Exc. 339
290
292

RECEIVED
JAN 25 1957
FOR FILING
FORM E-99X—80,000—10-54—79484

Const
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 18, 1957

SUBJECT: Proposed Access
Projected Safeway Plant
Clackamas Highway - Clackamas

To: F. B. Crandall
Traffic Engineer
Office

On January 9, I contacted Mr. Herbert C. Hardy, who is serving as attorney for the Safeway Company, in the matter of obtaining access for its proposed storage and warehouse plant in the vicinity of the Clackamas Highway in Clackamas. I showed Mr. Hardy our proposed channelization scheme for the Vista Avenue intersection, told him that the work was estimated to cost $30,000 and that under the normal policy of the State Highway Department, the Safeway people would be asked to pay one-half the cost.

Mr. Hardy stated that the plan and the financial arrangements met with his approval and that he would consult with his principals and then get in touch with the State Highway Department.

Val Johnson
Traffic Control Engineer

VJ:bc

NOTED
C. S. PAXSON

NOTED
J. AL HEAD

RECEIVED
JAN 21 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 21 1956
FOR FILING

Const
Spe Pl.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 19, 1956

SUBJECT: Conference re Access
Projected Safeway Plant
Clackamas

To: MEMO TO FILE

Mr. Paxson and myself did this date discuss with Mr. Herbert C. Hardy and two other Safeway people the problem of access to their projected plant development in the Clackamas area.

This situation came up prior to the realignment of Clackamas Highway and construction of railroad overcrossing, at which time it was the thought that with Clackamas County cooperation a new access road would be put through northerly from the plant site to a connection with the Clackamas Highway. At the time of the conference, however, it appeared that such manner of handling would not be advisable in that the new intersection formed with the projection of the access road would fall at the foot of the east side approach to the overcrossing structure and would not be good.

In lieu of the foregoing proposition decided that it would be better to give thought to modification of the present intersection, formed by intersection of Evalyn Street and Clackamas Highway. It appears that development of plan of intersectional treatment as will accommodate maximum size truck combinations will involve the acquisition of additional right of way in the south westerly quadrant of the intersection. Clackamas County people have indicated to Safeway representatives that if feasible plan can be worked out that the county would cooperate in the acquisition of necessary additional right of way.

Mr. Hardy presented a plot plan of their projected plant development and a probable magnitude of the operation, particularly as concerns traffic movement and access, pointing out that this plant would serve as a Safeway warehouse and distribution depot for all of Oregon and portions of Washington. It was estimated that some 200 trucks per day would be moving out of the plant (400 two directional flow) and further indicated that the major portion of such truck movement would be coming in via 82nd Avenue rather than from the east via the Clackamas Highway. It is quite probable that there will be an appreciable movement from the east on the Clackamas Highway on the part of Dairy Trucks, Produce Trucks, etc., into the plant.

NOTED
G. S. PAXSON

RECEIVED
DEC 19 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Hardy pointed out that labor union controls are such that truck operators must start their shifts at 4:00 a.m., 4 PM 8:00 a.m. and 8:00 p.m., and that such situation would probably make for peak flow conditions with respect the total estimated 200 trucks per day outbound from the plant.

As an indication of the volume of employees the plot plan indicates off-road parking facilities for 400+ cars. With respect to employees it was indicated that it was quite possible at some future time that there might be housing developments involving as many as 100 homes in the immediate vicinity of the plant.

It was indicated to Mr. Hardy that we will proceed with development of intersectional treatment where the intersection of the Clackamas Highway and Evalyn Street meet, subsequently submitting our thoughts to Mr. Hardy.

For contact purposes with the Safeway people, Mr. Hardy's address is:

Mr. Herbert C. Hardy
1220 Equitable Bldg.
Portland 4, Oregon
Phone: CA 2-1323

ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

F. B. Crandall
Traffic Engineer

FBC:njs

cc: G. S. Paxson

RECEIVED
DEC 7 1956
FOR FILING

FORM 830-H-12½M—6-55—06200

Const

App. Eds

Gen.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 6th, 1956

SUBJECT: Improvement of Connection of County Road (Evelyn Street) to Clackamas Highway

To:

Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

I am enclosing herewith copy of a report dated December 4, 1956 from district maintenance superintendent, Darel Rohrbough, concerning a conversation he had with Clackamas County Judge, Telford, concerning a connection from the east end of the Clackamas Overcrossing project on the Clackamas Highway, to serve the Safeway Store's large warehouse facilities which are to be constructed in the very near future. They would apparently use Evelyn Street as a route to their new development.

This morning Mr. H. C. Hardy, attorney for the Safeway Stores, and whose address is 1220 Equitable Building, Portland, stopped into my office concerning this improvement. I understood from him that when the original proposal for the Clackamas Overcrossing structure was presented to the Public Utilities Commission, Safeway Stores objected to the closing of Dedman Road where it crosses the Southern Pacific. Later, after discussing the matter with the Clackamas County Court, and I believe Mr. Baldock, they withdrew their objections on the understanding that Clackamas County would give them a suitable connection to the Clackamas Highway westbound at Fairfield Avenue. Construction on this section is now completed, and the County Court has suggested making a connection to Evelyn Street rather than Fairfield Avenue, as the highway at Fairfield Avenue is on a rather steep ascending grade westbound. The County Court and Safeway have agreed to a 55 foot inside radius for this connection, which is shown on the attached plan sheet 4. Clackamas County has also indicated that they are willing to purchase what right of way is necessary for this connection.

Mr. Hardy also advised me that he had met with Baldock and members of his staff concerning their connection to the Clackamas Highway. I understood from him that signal lights were to be installed where they would come into the Clackamas Highway, apparently by the state, and a deceleration lane west of the connection was also to be installed.

[illegible]
ERNEST COOPER

I believe Mr. Hardy plans on contacting either yourself or possibly Mr. Williams in regard to this work. If there is anything you wish for me to do in this matter, will you please advise.

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Forrest Cooper✓
D. D. Rohrbough

RECEIVED
DEC 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—11-55—90225

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 4, 1956

SUBJECT: Improvement of Connection of County Road (Evelyn Street) to Clackamas Hwy at MP 5.49

To: Mr. A. G. Skelton
Division Engineer
Office

Clackamas County Judge Telford called me on November 29, 1956, regarding proposed improvements which Clackamas County and Safeway stores proposed to make at the intersection of Evelyn Street and the Clackamas Highway at Mile Point 5.49, Engineer's Station 291.

As you know, Safeway stores are proposing to build a large warehouse east of Evelyn Street and south of our Clackamas Highway. They expect to have about 65 large trucks and trailers in and out of this warehouse each day. They propose to build a new connection to our highway about 250 feet west of the present entrance. I understand that Judge Telford would like to have the State submit a plan which would be workable, and the County would then provide the necessary right of way. I presume that you will want to refer this matter to our traffic engineers for their suggestion.

I understand that a Mr. Hardy, 1220 Equitable Building, Portland (Phone CA 2-1323) is handling this matter for Safeway Stores. It is possible that he should be contacted if our crews undertake the planning of the new entrance road.

Darel D. Rohrbough
Darel D. Rohrbough
District Maintenance Superintendent

DDR:bb

encl.

I-35(9) Shogren Overcrossing of U.P.R.R. 1958

#5140

RR 317

RECEIVED
MAR - 3 1959
FOR FILING

Files

OREGON STATE HIGHWAY DEPARTMENT
(date)

February 27, 1959

I-35(9)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5140	10 Final	Babler Bros, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4445	H237572	$13,082.04	2-27-59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date:	**140 workdays from Mar. 28, 1958**
Time Extensions:	**None**
Completion Date:	**Dec. 15, 1958**
Date Accepted:	**Jan. 22, 1959**
Penalties:	**None of record**
Claims:	**None of record**
Remarks:	

Date: **Feb. 27, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed:

MAR 2 - 1959

NOTED ON CARD
em

RECEIVED
FEB 20 1959
FOR FILING

Feb. 20, 1959

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5140, for Shogren Overcrossing of U.P.R.R. on Mosier-The Dalles Section of the Columbia River Highway in Wasco County was completed by the contractor, Babler Brothers, Inc., on Dec. 15, 1958, and was formally accepted by the Highway Commission on Jan. 22, 1959.

Final payment in the amount of $13,082.04 will be released to the contractor on or after March 3, 1959. The total contract amount is $164,935.41, of which amount $1,267.32 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

FORM E-123X 4-58

Forward Copy to

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R
FOR FILING
J-35(9)

May 8, 1958

Mr. Harry D. Phelps
Rt. 4, Box 207
The Dalles, Oregon

15740

Re: State of Oregon
vs.
Lee Joynes, et al.
L-274 [illegible]
Mosier-The Dalles Section
Columbia River Highway

Dear Mr. Phelps:

This is to acknowledge your letter of May 5th, directed to Mr. W. C. Williams, State Highway Engineer, which letter has been referred to this office for investigation and reply.

I have, since the receipt of this letter, made a complete investigation of the existing files, both as to the original acquisition from Mr. E. [illegible] Maxwell and to the acquisition of property necessary for the widening of US30 from Mr. Lee Joynes.

The file discloses that when we originally purchased the property from Mr. E. [illegible] Maxwell, Mr. Maxwell was allotted an item of $2,000 for fencing. Apparently, Mr. Maxwell didn't see fit to use the money for fencing the right of way, but instead allowed the property to remain unfenced and subsequently sold the property to Mr. Lee Joynes, from whom you lease the property.

In the acquisition of the necessary property for the widening, it is my opinion it is not necessary for us to make any provisions for fencing the right of way, however, because of your request we did fence the right of way with what we consider a suitable fence.

Apparently, because you are now running sheep upon the property, you desire a different type of fence and are requesting that this Department rebuild the fence sufficiently to prevent your stock (lambs) from getting onto the highway.

Mr. Harry D. Phelps
May 8, 1958
Page 2

It is the feeling of the writer that, and I have so informed the Engineering Department, it not only is not a legal obligation of this Department to make any further alterations of the fense that now exists, but I have further informed them that if you desire the type of a fense that you have outlined in your letter, it will be your obligation to see that such a fense is constructed.

Under the circumstances, as I now understand them as a result of my investigation of the files in this matter, I feel that insofar as the Highway Department is concerned the matter is now closed and we will be unable to accede to your request.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:br
cc: W. C. Williams
Forrest Cooper

RECEIVED
OFFICE OF
ENGINEER

Rt 4, Bx 207
The Dalles, Oregon
May 5, 1958

Dear Mr. Williams:

In reply to your letter of May 1, 1958 you said proper maintainence of a 5 strand barbed fence would hold sheep. Ewe perhaps, but not lambs, and when a lamb goes thru, the ewe will follow. We have used 6 strands of barbed wire, and it will not hold the lambs; and where there will be alfalfa on both sides of the fence they will work under, as thier wool protects them from the barbs.

We hope through the Alfalfa fields you will put field fence as there is an extreme danger of them getting out of the hyway, on the east end of our place the fence will go thru rock and not our "pasture land", so it would not be as important to have field fence, and 5 strands of barbed wire might do it where they they wouldn't crowd the fence for food, but it hasn't proved satisfactory on the fields were fenced with pasture on both sides of the fence.

Thank You,

Harry O. Phelps

RECEIVED
MAY 6 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 2 1958
FOR FILING

5140

May 1, 1958

Mr. Harry D. Phelps
Route 4, Box 207
The Dalles, Oregon

Dear Sir:

In reply to your letter of April 29, 1958, I wish to advise that it is our intention to add another strand of barbed wire on the lower part of the fence. It is our belief that if the fence is properly maintained it will be satisfactory.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:me

Rt 4, Box 28
The Dalles, Oregon
April 29, 1958

REFERRED TO
~~Cooper~~
By State Highway Engineer

Dear Mr. Williams:

Thank you for your prompt reply to my letter of April 19, 1958, and I am more than glad to hear the State is going on thru the property with the fence. In regards to your letter of April 25, 1958 I didn't understand whether the State planned on adding additional barbed wire to the fence that was in, or adding field fence. We have tried 5 and 6 strand barbed wire fence for the sheep and it hasn't proved satisfactory; so we are hoping that where you stated "additional wire" you were refering to field fence.

Thank you,

Harry D. Phelps.

NOTED
FORREST COOPER

RECEIVED
APR 30 1958
OREGON
STATE HIGHWAY COMMISSION

Rt 4, Box 20
The Dalles, Oregon
April 29, 1958

REFERRED TO
Cooper
By State Highway Engineer

Dear Mr. Williams:

Thank you for your prompt reply to my letter of April 19, 1958; and I am more than glad to hear the State is going on thru the property with the fence. In regards to your letter of April 25, 1958 I didn't understand whether the State planned on adding additional barbed wire to the fence that was in; our adding field fence. We have tried 5 and 6 strand barbed wire fence for the sheep and it hasn't proved satisfactory; so we are hoping that where you stated "additional wire" you were refering to field fence.

Thank you,

NOTED
FORREST COOPER

Harry D. Phelps.

RECEIVED
APR 30 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 28 1958
FOR FILING

[illegible]

[illegible]

April 25, 1958

Mr. Harry D. Phelps
Route 4, Box 207
The Dalles, Oregon

Dear Sir:

In reply to your letter of April 19, 1958 in which you refer to fencing on the Joynes place just easterly from Shogren Overcrossing on the Columbia River Highway, I wish to advise that the fence will be extended across the property. An error was made in drawing the plans, which has now been corrected. I am issuing instructions that an additional wire be placed on the fence to retain the sheep, which should take care of that item.

A study of the right-of-way files indicates that the settlement for the additional strips of right of way through the Joynes property is still unsettled and may require litigation. For that reason we do not wish to lease any property or otherwise confuse the issue until such time as the right-of-way matter is finally settled.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper

FC:me hi

April 19, [illegible]58
Rt 4 Box 207
The Dalles, Oregon.

Dear Sir.

I lease the Lee Joynes place, 1 mile east of Mosier, on the Columbia River Hyway. I am planning on buying this place the first of next year, so am very interested in the fencing the State is putting in.

The state is putting in a four strand barbed wire fence and they are stopping halfway thru the place. My problem is this. I raise sheep, so this type of fence is usless to me, as the sheep can go right underneath it and onto the hyway.

We can't understand why the state is only going half way thru the place with the fence, and then stopping; nor the type of fence being erected.

When Mr. Roy Hauck, the fencing Contractor, told me the state was going fence this place. I contracted to buy another hundred head of ewes, never thinking the state would put in barbed wire instead of field fence. as we understood, on Federal aid hyway, that field fence was required.

Mr Bucknam, our right of way agent, led us to believe we could lease the property, that the state owns, which amounts to about 8 acres, which lies between this property and the state hyway. This is all in Alfalfa. There is no gate being left in the fence, so that we can farm it. This isn't asking for any excess to the hyway, but just to farm the property that ajoins this, so that it won't grow to weeds and also be a constant mess of litter; also a fire hazard in the summer months.

We would even consider putting in the gate ourselves - and keeping it locked if we have your permission.

If the state and Mr. Joynes have come to some understanding on these problems we would appreciate hearing about it from you.

Thank you,

Harry D. Phelps

AFTER 5 DAYS RETURN TO
Rt 4 Box 207
Harry Phelps.
THE DALLES, OREGON

FORM 6-120

RECEIVED
APR 1 1958
FOR FILING
I 35(9)
5140

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Mar. 31, 1958

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5140, awarded March 18, 1958, for Shogren Overcrossing of U.P.R.R. on the Mosier-The Dalles Section of the Columbia River Highway in Wasco County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 21 1958
FOR FILING

[illegible]

5140

March 18, 1958

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on February 28, 1958 accepted your proposal for construction of the Shogren Overcrossing of the UP Railroad, Wasco County, for the sum of $161,626 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5140.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc
cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington
Attn: Dorothy McCormack

Lowell Richards
c/o Daily Journal of Commerce
83 Columbia St.
Seattle 4, Washington

R. G. Savage (SIAC)
Tom Edwards

S. H. Probert
I. D. Merchant

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired, otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 18, 1958

Babler Bros., Inc.
4617 S.E. Milwaukie Ave.
Portland 2, Oregon

Contract for Shogren Overcrossing of UPRR, Wasco County, for which you submitted low bid on February 28, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

CC: Accounting (5003-900)
Cecil Head
Files ✓

RECEIVED
MAR 18 1958
~~FOR FILING~~
I-35(9)

5140

March 18, 1958

Mr. ?. G. Polk, District Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

Dear Sir:

Re: Thogron Overcrossing of the Union Pacific Railroad
F. A. P. I - 35 (9)

On February 28, the Commission accepted the low bid of Babler Brothers, Inc. of Portland in the amount of $161,626 for the above project and directed the engineer to award the contract to said bidder as soon as certain matters were cleared up between the State and Railroad Company. These matters have been cleared to my satisfaction and I propose to award the contract as of this date.

All rights of way for the project have been acquired.

On January 23, I furnished you three copies of the State Railroad Agreement for the project. On October 22, I furnished you copies of P.U.C. Order No. 35623 for the project.

There is attached hereto three copies of a letter from the Union Pacific Company indicating their approval of the project plans and specifications.

Very truly yours,

W. C. Williams
State Highway Engineer

CAG/kcs
attached

RECEIVED
MAR 1[illegible] 1958
Xref
FOR FILING
OREGON DISTRICT
I-35(9)
08-35
5140

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

March 18, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-way have been acquired for Oregon Project I-35(9), Shogren Overcrossing of the Union Pacific Railroad on the Columbia River Highway, we hereby concur as of this date in award of Contract No. 5140 to Babler Bros., Inc. of Portland, Oregon, low bidder in the amount of $161,626.00 at the February 28, 1958 bid opening.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

RECEIVED

I-35(9)

5140
08-35

January 22, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for the Shogren Overcrossing, Oregon Project I-35(9), West Unit, Shogren-Rowena Section of the Columbia River Highway. This is to authorize your advertising for bids.

Award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

CG Polk

C. G. POLK
Division Engineer

FORM E-123X 40M 8-57

COMMISSIONERS

CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE

M. K. MCIVER, MEMBER
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

CERTIFIED MAIL

October 28, 1957

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Re: Pux 226-Second Shogren O-Xing
Columbia River Highway
Union Pacific Railroad Company
Wasco County

Dear Mr. Baker:

Herewith I return to you duplicate executed counterparts of agreement on the above-titled project, your File D 315-2-68.

After execution by Union Pacific Railroad Company, it is understood that one complete copy will be returned to me, and at that time, I would like ten additional copies of your Exhibit "A" for distribution in this Department.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. G. S. Paxson ✓
Mr. P. M. Stephenson

NOTED
G. S. PAXSON

RECEIVED
OCT 29 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 21 1958
FOR FILING

I-35(9)

5/40

Query
file

Salem, Oregon
October 25, 1957

Pux 226-Second Shogren C-Xing
Columbia River Highway
OWRR & N Co. (Wasco County)

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached hereto for further handling are two copies of an agreement with the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company covering the Second Shogren C-Xing on the Columbia River Highway in Wasco County. These copies have been executed by the Highway Commission and are now ready for the signatures of the proper Officials of the Railroad Company.

When fully executed please return one copy to this office for the Commission's files.

Secretary

FM
Attach: 2

156 rec'd + sent to files
1-24-58

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 21, 1957
Salem Office

SUBJECT: Pux 226-Second Shogren O-Xing
Columbia River Highway
OWRR & N Co. (Wasco County)

To: Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Herewith I hand you for execution by the Highway Commission original and first copy of form of agreement with Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, with reference to the above titled project.

After execution by the Commission, please return both copies to me for further handling. As this is only a construction agreement, acknowledgement by the Highway Commission will not be necessary.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Leonard I. Lindas

AUTHORIZED BY HIGHWAY COMMISSION
DATE 8-8-57 Minute page 27
Secretary

RECEIVED
NOV 22 1957
FOR FILING

I-35(9)

5140

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 18, 1957

SUBJECT: Agreement covering second Shogren Overcrossing in Wasco County

To: Mr. J. W. DeSouza

Herewith original and duplicate of an agreement between the Union Pacific Railroad Company and the State covering the second Shogren Overcrossing in Wasco County. This agreement is satisfactory as to engineering and construction details, and I would recommend that you send it to the Commission for execution.

G. S. Paxson

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. H. B. Glaisyer

NOTED
H. B. GLAISYER

Agreement signed
by Commission
on 10/22/57

Mr. DeSouza has copies (sent on 10/25/57)

RECEIVED
AUG 19 1957

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. MCIVER, MEMBER
PORTLAND

-33(7)
5140

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 15, 1957

Mr. R. E. Haacke, Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Re: Pux 226-Second Shogren O-Xing
Columbia River Highway
OWRR & N Co. (Wasco County)

Dear Sir:

Mr. P. M. Stephenson, Bridge Engineer, has handed me for examination duplicate signatory copies of proposed form of agreement covering construction of the Second Shogren Overcrossing, your file reference D 315-2-68. The two copies are returned to you herewith with the following comments:

(a) Section 4 of the instrument, on page 4, provides that all provisions of Sections 6, 7 and 10 of the agreement dated June 1, 1951, shall be applicable. Section 6 does not appear objectionable, but Section 7 (a) of the prior agreement contains an indemnity clause. After discussion, a similar clause in the Glover Overcrossing agreement was eliminated, and it should not now be made applicable to the present project.

Section 10 of the prior agreement, on page 13, contains a paragraph with reference to disturbance of stability. A similar clause was contained in Section 7 of the Shogren Overcrossing agreement and a considerable portion thereof was stricken, leaving it to read as follows:

> "As a material consideration for this agreement, the State agrees that it will not do or cause to be done in the performance of any work contemplated hereby, anything which will or may disturb the stability of any area so as to affect adversely the tracks or facilities of the railroads."

Section 5, of the instant agreement, concerns itself with the furnishing of insurance. This and prior agreements have covered provisions for "public liability and property damage insurance." I think the language would be more correct if it indicated "protective public liability and property damage insurance" as that is what is contemplated by the regulations of the Bureau of Public Roads.

Very truly yours,

NOTED
G. S. PA

RECEIVED
AUG 16 1957
OFFICE OF
STATE HIGHWAY ENGINEER

JWD:RN
ENCL.

J. W. DeSOUZA
Assistant Counsel

cc: Mr. P. M. Stephenson, Mr. C. A. Gardner and Mr. G. S. Paxson

RECEIVED
[illegible] 1957

FORM 830 [illegible]

I-35(9)

5140

R

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
June 26, 1957

SUBJECT: Pux 226-Second Shogren O-Xing
Columbia River Hwy.
OWRR & N Co. (Wasco Co.)

To:	Mr. Forrest Cooper ✓	
	Mr. G. S. Paxson	
	Mr. P. M. Stephenson	(6)
	Mr. E. A. Collier	(2)
	Mr. Dean Swift	(2)

L

Herewith I hand you copy of Order No. 35423, issued by the Public Utilities Commissioner under date of June 26, 1957, covering the Second Shogren Overcrossing on the Columbia River Highway approximately 1.4 miles East of Mosier, in Wasco County.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

NOTED
FORREST COOPER

RECEIVED
JUN 27 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Order #35423

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

F-2576

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to cross over the tracks and right of way of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) on the Columbia River Highway approximately 1.4 miles East of Mosier, known as the SECOND SHOGREN OVERCROSSING, in the Southwest quarter of the Southwest quarter (SW¼ SW¼) of Section 31, Township 3 North, Range 12 East, W.M., in Wasco County, Oregon. (Marshall Donation Land Claim No. 37)	)	ORDER

The above entitled matter was duly heard on Monday, June 17, 1957, at 1:00 P.M., in the Wasco County Court House, The Dalles, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
Representing Oregon State Highway Commission;

Howard E. Roos, Assistant General Attorney, Portland, Oregon
Representing Union Pacific Railroad Company.

On May 1, 1957, the State of Oregon, by and through its State Highway Commission, hereinafter referred to as Applicant, duly applied for authority to construct an overcrossing over and across the tracks and right of way of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee), hereinafter referred to as Railroad, on the Columbia River Highway approximately 1.4 miles East of Mosier, in Wasco County, Oregon, known as the SECOND SHOGREN OVERCROSSING.

The proposed overcrossing will be a companion structure to the one now existing and will carry two lanes of the four-lane divided traffic.

Answer of Railroad generally admits and denies allegations of application and does not object to construction in accordance with outline of work and allocation of construction costs. Wasco County does not object to the application.

After due notice, the matter was set down for hearing at the time and place mentioned herein, the hearing convened, evidence was adduced, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, it is found that:

The proposed structure will be 394 feet in length, of concrete and steel, and will provide a 30-foot roadway having two-12-foot traffic lanes and two 3-foot shoulders. It will carry eastbound traffic and will be separated from the existing structure, which will carry westbound traffic, by an 8-foot median barrier.

It will be so constructed as to provide a vertical clearance of 32.15 feet above base of rail on the main track and 32.04 feet above base of rail on the passing track, and a horizontal clearance of not less than 12.25 feet.

Centerline of the highway will intersect the centerline of the main track at an angle of 35 degrees 23 minutes, and the deck of the structure which forms the roadway will be on an ascending grade of 3% towards the east.

An estimated 2,350 vehicles daily will pass over the proposed structure upon completion, and normal average increases in traffic are anticipated.

An average daily volume of 25 train movements will be conducted over the tracks beneath the structure.

Applicant will prepare plans and specifications, award contracts and supervise the construction of the proposed overcrossing structure, and finance the project from State and Federal highway funds, and will reimburse Railroad for all necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3, issued by the Bureau of Public Roads, August 15, 1955.

Railroad will, subject to reimbursement, make such revisions in existing communication and signal lines as may be required, remove and reinstall railroad right-of-way fences, furnish and install such additional guard rails as may be required, and furnish such watchman and flagman services as may be necessary to safeguard railroad operation during the construction period.

After completion of the project, Applicant will maintain the overcrossing structure with its appurtenances and approaches, and Railroad will maintain its railroad line with its appurtenances and facilities.

Applicant does not anticipate that the minimum horizontal and vertical clearances provided by Commissioner's Order No. 33700 will be impaired during the construction period.

From the foregoing, it is concluded that an overcrossing structure at this location will constitute no undue hazard to rail operation, is a necessary part of the reconstructed Columbia River Highway, will provide increased facilities for vehicular travel, is in the public interest, and the application should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to cross over the tracks and right of way of

Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) on the Columbia River Highway approximately 1.4 miles East of Mosier, known as the SECOND SHOGREN OVERCROSSING, in the Southwest quarter of the Southwest quarter (SW¼ SW¼) of Section 31, Township 3 North, Range 12 East, Willamette Meridian, in Wasco County, Oregon, (Marshall Donation Land Claim No. 37), is granted; and it is further

ORDERED that the overcrossing be constructed in a good and workmanlike manner, in accordance with modern approved engineering practices, and in conformity as to location and general design with plans and profiles submitted with the application and by this reference made a part hereof; and it is further

ORDERED that Oregon State Highway Commission shall prepare plans and specifications, award contracts and supervise construction of the overcrossing structure, and finance the project from State and Federal highway funds, and shall reimburse Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) for all necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3, issued by the Bureau of Public Roads, August 15, 1955; and it is further

ORDERED that Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) shall, subject to reimbursement as set forth above, revise existing communication and signal lines, furnish and install such additional guard rails as are required, remove and replace railroad right-of-way fences, and furnish such flagman and watchman services as may be necessary to safeguard railroad operations during the construction period; and it is further

ORDERED that, upon completion of the project, Oregon State Highway Commission shall, at its own expense, maintain the overcrossing structure with its appurtenances and approaches, and Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) shall, at their own expense, maintain their tracks, roadbed and other railroad facilities and appurtenances beneath the structure; and it is further

ORDERED that the designation 2A-70.5-A presently assigned to the overcrossing shall be continued as a means of identification of the structure in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 26th day of June, 1957.

HOWARD MORGAN

Public Utility Commissioner

(OFFICIAL SEAL)

RECEIVED
1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
June 19, 1957

SUBJECT: Pux 226-Second Shogren O-Xing
Columbia River Highway
OWRR & N Co. (Wasco County)

To: MEMORANDUM TO FILE:

Hearing on this matter was held in the Wasco County Court House, The Dalles, Oregon, on the afternoon of Monday, June 17, 1957, before C. E. Jaqua, sitting as examiner for the Public Utilities Commissioner.

Union Pacific Railroad Company was represented by H. E. Roos, Assistant General Attorney, Pittock Block, Portland, Oregon, and the Highway Commission was represented by the writer.

P. M. Stephenson, Bridge Engineer for the Highway Department, testified regarding the type, design and details of the structure and the necessity for its construction. Mr. R. B. Hardin, Train Master, Albina, Portland, testified regarding train movements and his testimony was in substantial accord with the petition of the Commission.

Mr. Baysinger was called to the stand by Mr. Roos and stated that he considered that the testimony of Mr. Stephenson was accurate and complete.

It is expected that an order will be issued in due course.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. Tom Edwards
Mr. P. M. Stephenson
Mr. Dean Swift

NOTED
FORREST COOPER

RECEIVED
1957
ENGINEER

FORM 230-H—12½M—8-55—88209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office

June 19, 1957

SUBJECT: Pux 223-Relocated Grass Valley
G-Xing - Sherman Highway
OWRR & N Co. (Sherman County)

To: MEMORANDUM TO FILE:

Hearing on this matter was held in the Sherman County Court House in Moro at 3:00 p.m., on Monday, June 17, 1957, before C. E. Jaqua, sitting as examiner for the Public Utilities Commissioner.

Union Pacific Railroad Company was represented by Howard E. Roos, Assistant General Attorney, Pittock Block, Portland, Oregon, and the State Highway Commission was represented by the writer.

After a prehearing conference with Mr. Roos, he amended the answer of the Railroads to admit that the Railroads should (1) at their own cost and expense, provide and place preservative treated ties and flangeway rails across the highway roadbed, (2) at their own cost and expense, provide and install two reflectorized crossbuck signs conforming to Commissioner's Standard No. 1-R approximately at the locations shown on the exhibit attached to the petition. The petition represented that subject to reimbursement, the Railroads should remove the existing crossing and close and barricade the same to public travel. This was denied by the Railroad Companies, but as will be shown further by the testimony of Dean Swift, Division Engineer, the matter was adjusted.

Following the statement of Mr. Roos and my opening statement, which was very brief, Mr. Swift was called to the stand on behalf of the Highway Commission. Mr. Swift was questioned merely in order to make a formal record from which a proper order may be prepared. Among other things, he stated that the removal of the existing crossing, except as to the area between the rails, and the barricading of the crossing would be handled under the State's contract.

Mr. R. B. Hardin, Train Master for Union Pacific Railroad Company, Pittock Block, Portland, Oregon, testified that the average railroad traffic is 104 train movements per year, instead of the average train movement of one per day, as set out in the petition.

Ralph C. Baysinger, Assistant Division Engineer, Union Pacific Railroad Company, Pittock Block, Portland, Oregon, was called to the stand and questioned briefly by Mr. Roos regarding railroad matters. He substantiated the statement of Mr. Swift that in his opinion a grade separation structure would not be justified.

There were no matters in conflict, and it is expected that an order will be issued in due course.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Tom Edwards
Mr. Dean Swift

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[illegible] 1957
FOR FILING

FORM E-30X—25M—8-55—68209
I-35(9)
5140

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 15, 1957
Salem Office

SUBJECT: Pux 226-Second Shogren O-Xing
Columbia River Highway
OWRR & N Co. (Wasco County

To: Mr. P. M. Stephenson
Bridge Engineer
Office

Although the Railroads have not filed their answer to our petition in the above entitled matter, it has been set for hearing at the County Court House, The Dalles, at 1:00 pm. on Monday, June 17, 1957.

I suppose that the railroads now will file an answer and while I do not know the issues which may be raised, I think it would be advisable if you can arrange to be present in order to make at least the usual record regarding the structure. A hearing will be held on the Grass Valley Grade crossing in Moro at 3:00 p.m. the same afternoon. I would like to ride with you and will appreciate it if you can arrange to go on to Moro with me.

I am writing Mr. Dean Swift separately about the Grass Valley crossing and I am sending him a copy of this letter so that he may also be at the Shogren Overcrossing hearing, if he finds it possible.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. Tom Edwards
Mr. Dean Swift

RECEIVED
MAY 1 - 1957
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-35(9)

5140

April 25, 1957

Mr. Howard Morgan
Public Utilities Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. David Don

Re: Pux 226-Second Shogren O-Xing
Columbia River Highway - OWRR & N Co.
Wasco County

Dear Sir:

Herewith I hand you original and three copies of application of the State Highway Commission for authority to cross over the tracks and right of way of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) on the Columbia River Highway approximately 1.4 miles East of Mosier, known as the Second Shogren Overcrossing, in Wasco County, Oregon.

Two of the copies are for service upon the Railroad Companies and one copy is for service upon Wasco County in the event it is desired that Wasco County be served.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RM
ENCL.
cc: Mr. P.M. Stephenson - with copy of Petition & Plans
Mr. G. S. Paxson ✓
Mr. Leonard I. Lindas - with copy of Petition

NOTED
G. S. PAXSON

RECEIVED
APR 26 1957
OFFICE OF
STATE HIGHWAY ENGINEER

I-139(8) Perry-Oro Dell Sec., Old 1958
Oregon Trail Hwy.
#5141 [redacted]

RECEIVED
NOV 20 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

I-[illegible]
5141 —

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 16, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(9)259
Perry - Oro Dell Section -
Old Oregon Trail Highway
Voucher No. 26 - Final -
Net Amount - $52,685.00

Dear Mr. Parsosn

Attached is final voucher No. 26 on the subject project which we are resubmitting for payment. This voucher was returned with your memorandum dated November 14, 1962.

We realize that the Railroad and Utility billings included in this final voucher are not final and complete billings as specified in PPM Nos. 30-3 and 30-4 and your letter dated January 19, 1962. These bills were received and paid prior to your memorandum of January 19, 1962. To request the companies to submit a final and complete bill after the considerable lapse of time would not be conducive to good relations. If the company would prepare a final and complete bill, they would be entitled to additional compensation for the cost involved. We do not feel that increasing the cost of the project to obtain these bills is justified.

Since we received your letter of January 19, 1962, we are making every attempt to obtain final and complete bills for work completed since that date. We do not feel that we can request companies to furnish final and complete bills for work which was completed and billed prior to your letter.

NOTED
R. L. PORTER

It is requested that you reconsider your position on holding this final voucher in abeyance and process the voucher for reimbursement.

Very truly yours,

Forrest Cooper
State Highway Engineer

RECEIVED
NOV 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

By:
C. H. Maison
Auditor

DFW:jc

cc: R. L. Porter
L. H. Young

RECEIVED
NOV 1[illegible] 1962

FOR FILE
[illegible]

[illegible]

477 Cottage St. N.E.
Salem, Oregon

Forrest Cooper, State Highway Engineer
Salem, Oregon

November 14, 1962

08-35.5

A. [illegible] Parsons, Division Engineer
Salem, Oregon

By: L. R. Backlund
Admin. Mgr.

Oregon Project I-80N-6(9)254
Perry-Oro Dell Section - Old Oregon Trail Highway
Voucher No. 26 - Final - Net Amount - $52,68[illegible].00
Utility and Railroad Billings

We are returning the Union Pacific Railroad Company billings and the California-Pacific Utilities Company billings claimed on the above final voucher. These billings are not final and complete billings as specified in PPM's 30-3 and 30-4 and are not acceptable as set forth in our letter to you dated January 19, 1962.

The final voucher claim will be held in abeyance until the provisions of the PPM's are complied with.

Attachments

NOTED
[illegible]

RECEIVED
NOV 14 1962
OFFICE OF
STATE HIGHWAY ENGINEER

original To Young
with attachments
11-15-62

RECEIVED
OCT 9 1962
FOR FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FINAL REPORT

Region No. 8 (9)	Report No. Final - 20	County Union	State Oregon 2
Date of inspection June 26, 1962	Inspection made by L. C. J[illegible], Area Engineer		Project No. I-80N-6(9)254

5141

In company with
Scott Coulter, Asst. Div. Engr. & Jack [illegible], [illegible] Engr. & A. C. Harwood, Res. Engr.

Description of improvement
Grading, Paving, Structures & Delineation & Signing

Contractor name and address
See below

Award date See below	Contract amount See below	[illegible] See below	[illegible] See below	Work started See below
Quality of work " "	Progress of work " "	Time elapsed " " %	Work completed " " %	Est. compl. end of month " " %

Roadbed Width 36 Feet C. to C. of shoulders

Structures over 20-foot span

Type	Type code no.	Net length (Miles)	[illegible]	[illegible]	[illegible]	Type	Type code no.	Net length (Miles)
Asphaltic Concrete	6201	2.900	[illegible] 2	[illegible] 1	[illegible] 0.4	Reinf. Conc.	X021	(0.048)
Delin. & Signing	Y002							

Remarks

PERRY-ORO DELL SECTION, OLD OREGON TRAIL HIGHWAY

Project Description
Project begins at station [illegible] in the NW ¼, Sec. 34, T. 2S., R. 37 E., W.M. at Perry and ends at station [illegible]+30 in the S.E. ¼, Sec. 36., T. 2 S., R. 37 E., W. M. at Oro Dell.

	GRADING, PAVING & STRUCTURES	DELINEATION & SIGNING
Contractor	[illegible] Bros., Eugene, Oregon	Smook Bros., Corvallis, Ore.
State Contract Number	5141	5775
Award Date	March 18, [illegible]	August 18, 1960
Contract Amount	$1,1[illegible],[illegible]02.00	$4,814.75
Time Allowed	[illegible] days	100 days
Time Started	March 13, 195[illegible]	September 22, 1960
Work Started	February 3, 1960	September 22, 1960
Quality of Work	Satisfactory	Satisfactory
Progress of Work	Satisfactory	Satisfactory
Time Elapsed	[illegible]%	100%
Work Completed	100%	100%
Date Work Completed	December 14, 1960	April 24, 1962

On February 7, 1961 [illegible] certified for contract #5141, grading, paving, and structure, that all materials used met pertinent specification requirements of the contract. All of the materials were properly covered by samples tested as submitted and accepted by the State Highway Testing Laboratory. The average strength of concrete cylinders complied with specifications. Laboratory

(more)

reports covering tests of materials used on the project are on file, by project number, in the State Laboratory at Salem. With reference to PPM 20-6.2 concerning record samples, since the project does not include any items selected by the Division Engineer of the Public Roads as requiring record samples, none have been taken and no certification is required. This contract was 99% completed on October 11, 1960.

On September 12, 1961 the State certified that on contract #5775, delineation and signing, all of the materials used on the project substantially met pertinent specificationrequirements of the contract. All of the materials were properly covered by samples tested and accepted by the State Highway Testing Laboratory or Associate laboratory. The results of the tests on record samples indicate that the materials and construction work substantially conform to plans and specifications and such results are reasonably representative of the materials incorporated in the work and of the construction work as shown by the results of job control sampling and testing.

Form PR-47 has been submitted previously for each contract.

Each contractor has signed a statement that all payrolls have been submitted.

On the date of inspection it was observed that there is full compliance with the provisions of PM 21-7-12 pertaining to encroachments on the right-of-way.

The final cost for Grading, Paving and Structure, contract No. 5141, is $1,160,[illegible].94. This is an increase of 4.5%. P.A. No. 20, Claim Settlement represents approximately two thirds of the increase.

The final cost for signing and delineation, contract No. 5775, for projects I-80N-6(9)254, I-80N-6(27)247 and I-80N-6(20)237 is $39,206.66. The contract amount for this work was $39,530.70. Hence it is apparent the underrun is negligible.

Order for Extra Work No. 1, flagging $5,000, contract No. 5141, was issued by the State Construction Department and an identical numbered order, concrete collars for sign posts $718.00, contract No. 5775, was issued by the State Bridge Department. This situation arises by the work being under the supervision of two resident engineers from each of the Departments identified.

P.A. No. 3, $35,812.70 was recorded in detail, construction report No. 3 (pencil copy in the Division Office project file) and the same for P.A. No. 6, concrete seal, bent 3, $520.00 Construction Report No. 4 (pencil copy in the Division Office project file).

Other Price Agreements not enumerated previously are recorded below:

P.A. No. 5	Replace sewer pipe, $180.00
P.A. No. 6	Install 1" water pipe, $52.50
P.A. No. 7	Not presented
P.A. No. 8	Paint and reflectorize right posts, $228.00
P.A. No. 9	Shoring and cribbing below 3', $500.00
P.A. No. 10	Not presented
P.A. No. 11	Cement adjustment $6.00 per barrel, quantity not enumerated.
P.A. No. 12	Not presented
P.A. No. 14	Substitute metal rail (galvanized in lieu of untreated rail) No price change
P.A. No. 15	Two Portland cement slabs at scale site $1,350.00

(more)

P.A. No. 17 Change sight posts to the new standard $823.20
P.A. No. 18 Install metal cattle guard wings on frontage road $300.00
P.A. No. 19 Not presented
P.A. No. 20 Settle all claims on this project, lump sum $35,602.25.

When work started on this project there were three major structures each (4 lane) within the project limits for which the State quote--indicated on the plans, to be constructed by others during the time this contract is under way. It is expected but not guaranteed, that the ends of the structures will be completed by December 31, 1958, end quote. These structures were not completed until the fall of 1960. The State asked the Bureau of Public Roads to contribute for additional costs on (1) Interest on withholdings, (2) Additional labor costs in 1960 above that of 1959, (3) Additional moving costs. On two occasions, March 9, 1960 and June 28, 1961, the District and Area Engineers attended a conference with the State and on each occasion declined to participate in additional costs, subsequently, the State requested a Washington office review. A Washington office communication agreed in principal that the claim was eligible for Federal participation, upon the establishment and adequate support of the exact amount eligible for participation.

The project was completed in substantial conformity with approved plans and specifications, including authorized changes and extra work.

Recommended for acceptance ______________________
L. C. Jensen, Area Engineer

Accepted by Bureau of Public Roads

10-5-62
____
Date

____
A. W. Parsons
Division Engineer

Contract 5141 6-8-62

RECEIVED
JUN 1962
FOR FILING

Monthly transaction number	For -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County **Union**
Project report number 13		Project number **I-80N-6(9)254**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **June 23**, 19**58**, is hereby modified as follows:

Revised estimated total cost of project $ **1,350,200.00**

Revised Federal funds $ **1,244,000.00**

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **8** day of **June**, 19**62**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

ASSISTANT **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: L. R. Backlund
L. R. Backlund
Administrative Manager

USComm-DC 11170

June 7, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway Official, for the Perry-Ore Dell Section, Project No. I-80N-6(9)254.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

April 9, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of revised estimate to include work done by the Union Pacific Railroad Company for the Perry-Oro Dell Section, Project No. I-80N-6(9)254.

The agreement and estimate R-27895 was originally submitted to you May 19, 1961, for Project I-80N-6(12)247 Glover-Perry Section. The work covered in the agreement falls in four different areas, two in Project I-80N-6(9)254 and two in I-80N-6(12)247.

This is a revised estimate and should not be considered for modification of project agreement.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:mmb
Enc.

Oregon State Highway Department

Federal Aid
Project No. I-80N-6(9)254

PERRY-ORO DELL SECTION OF THE OLD OREGON TRAIL

HIGHWAY IN UNION COUNTY

(Estimate revised to include work by the Union Pacific Railroad Company as a basis for modification of project agreement. Based on low bid prices.)

Salem, Oregon, April 6, 1962

Type Code P. E.

Preliminary Engineering	All	Required		$ 40,000.00

Type Code 6201
Roadway (Sta. 817+00 to Sta. 964+30) (Contract No. 5141)

Clearing and Grubbing	All	Required		$ 40,000.00
Drainage Excavation, Unclassified	1,800	cu. yds.	$ 3.00	5,400.00
General Excavation, Unclassified	951,000	cu. yds.	.46	437,460.00
Short Overhaul	2,723,000	yd. sta.	.01	27,230.00
Long Overhaul	226,000	C-yd. sta.	.35	79,100.00
Finishing Roadbed and Slopes	All	Required		5,000.00
Rounding Cutbanks	3,500	lin. ft.	.20	700.00
12-inch Concrete Pipe	240	lin. ft.	2.15	516.00
18-inch Concrete Pipe	1,100	lin. ft.	4.20	4,620.00
24-inch Concrete Pipe	120	lin. ft.	5.60	672.00
36-inch Concrete Pipe	350	lin. ft.	10.00	3,500.00
18-inch Corrugated Metal Pipe	300	lin. ft.	4.65	1,395.00
60-inch Corrugated Metal Pipe	420	lin. ft.	31.60	13,272.00
6-inch Perforated Metal Pipe	180	lin. ft.	1.90	342.00
Special Backfill in Drains	22	cu. yds.	6.00	132.00
Metal Guard Rail	22,600	lin. ft.	2.60	58,760.00
Metal Median Barrier	13,200	lin. ft.	3.95	52,140.00
Metal Sight Posts	120	only	2.85	342.00
Type 1 Fence	1,200	rods	6.50	7,800.00
Coarse Crushed Material in Base	64,000	cu. yds.	1.70	108,800.00
3/4" - 0 Material in Base	17,100	cu. yds.	1.85	31,635.00
Sprinkling	3,900	M-gals.	2.00	7,800.00
Preparation of Base	All	Required		1,000.00
3/4" - 0 Material in Binder Course	1,350	cu. yds.	3.00	4,050.00
MC-2 Asphalt in Binder Course	220	tons	49.00	10,780.00
Class "B" Asphaltic Concrete	22,400	tons	5.80	129,920.00
Furnishing and Placing Aggregates	2,780	cu. yds.	3.70	10,286.00
120-150 Asphalt	210	tons	47.00	9,870.00
RS-1 Asphalt	64	tons	55.00	3,520.00
Asphaltic Concrete Traffic Markers	380	lin. ft.	1.00	380.00
				$1,056,422.00
Anticipated Drainage and Slide Removal	All	Required		25,000.00
Work by Pacific Tel. and Tel. Co.	All	Required		2,900.00
Seeding and Mulching	All	Required		6,175.00

Work by Union Pacific Railroad	All Required	$ 17,100.00
Flagging (57½% of Contractor's Cost)	All Required	5,000.00
Work by West Coast Tel. Co.	All Required	5,900.00
Work by Calif.-Pacific Utilities Co.	All Required	6,400.00
		$1,124,897.00

Type Code X002
Delineation and Signing (Sta. 817+00 to Sta. 964+30)(Contract No. 5775)

Furnish 8" BP 36# Steel Piling	126 lin. ft.	$ 5.00	$ 630.00
Drive Steel Piles	7 only	50.00	350.00
Metal Sign Posts	All Required (15%)		289.50
Wood Sign Posts	All Required (20%)		440.00
Type "A" Signs in Place	237 sq. ft.	6.80	1,611.60
Type "C" & "D" Signs in Place	149 sq. ft.	3.10	461.90
Type "E", "F" & "G" Signs in Place	55 sq. ft.	4.25	233.75
Type "J" Signs in Place	41 sq. ft.	7.00	287.00
Guide Posts, Type W-1	70 only	6.00	420.00
Guide Posts, Type Y-2	13 only	7.00	91.00
			$ 4,814.75
	Subtotal		$1,129,711.75
	10% Engr. & Cont.		112,970.25
	Total		$1,242,682.00

Type Code X021
Grande Ronde River Bridge (825+00)(Frontage Road 826+47 to 829+03)(Contract 5141)

Removal of Old Bridge	All Required		$ 3,160.00
Structural Excavation	148 cu. yds.	$ 20.00	2,960.00
Class "A" Concrete	498 cu. yds.	75.00	37,350.00
Metal Reinforcement	126,500 lbs.	.14	17,710.00
8-inch Metal Drain Pipe	50 lin. ft.	4.00	200.00
	Subtotal		$ 61,380.00
	10% Engr. & Cont.		6,138.00
	Total		$ 67,518.00

Length of Roadway	2.510 Miles
Length of 1 Structure	0.000 Mile
Length of 3 Structures	0.289 Mile (exception)
Total Length	2.789 Miles
Cost of Roadway per Mile	$495,092.43

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 40,000.00	$ 36,000.00	$ 4,000.00
Roadway	1,242,682.00	1,145,700.00	96,982.00
Structure	67,518.00	62,300.00	5,218.00
	$1,350,200.00	$1,244,000.00	$ 106,200.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

PERRY-ORO DELL SECTION

Project No. I-139(8)

Summary of work to be done by the Pacific Telephone and Telegraph Co.

Labor	$ 1,300.00	
Materials	400.00	
Misc. Expense	1,300.00	
Salvage	100.00	Cr.
Use	$ 2,900.00	

Summary of work to be done by the West Coast Telephone Co.

Labor	$ 4,787.86	
Materials	1,095.38	
Equipment	683.99	
Salvage and Depreciation	626.01	Cr.
	$ 5,941.22	
Use	$ 5,900.00	

Summary of work to be done by the California-Pacific Utilities Co.

Labor	$ 3,166.07	
Materials	2,230.10	
Equipment	2,326.35	
Salvage and Depreciation	1,288.71	Cr.
	$ 6,433.81	
Use	$ 6,400.00	

Summary of work done by Union Pacific Railroad Co.

Labor	$12,772.72
Material	3,433.70
Equipment	762.64
Cost of Billing	209.65
	$17,178.71
Use	$17,100.00

Contract 5141 10-18-60

RECEIVED
OCT [illegible] 1960
FOR FILING

Proj[illegible] number 12	Fo R-2A (5- 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County **Union**
		Project number **I-80N-6(9)254**

1-139 (8)
5141

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **June 23**, 19**58**, is hereby modified as follows:

Revised estimated total cost of project	$ **1,331,390.00**
Revised Federal funds	$ **1,228,000.00**

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **18** day of **October**, 19**60**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(Title)

By
(Title)

By
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

USComm-DC 11170

October 14, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Perry-Oro Dell Section, Project No. I-80N-6(9)254.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

September 7, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for modification of project agreement for the Perry-Ore Dell Section, Project No. I-80N-6(9)254.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Federal Aid
Project No. I-80N-6(9)254

Oregon State Highway Department

PERRY-ORO DELL SECTION OF THE OLD OREGON TRAIL HIGHWAY IN UNION COUNTY

(Estimate as a basis for modification of project agreement. Based on low bid prices.)

Salem, Oregon, September 7, 1960

Type Code P.E.

Preliminary Engineering

Type Code 6201
Roadway (Sta. 817+00 to Sta. 964+30) (Contract No. 5141)

Clearing and Grubbing	All	Required		$ 40,000.00
Drainage Excavation, Unclassified	1,800	cu.yds.	$ 3.00	5,400.00
General Excavation, Unclassified	951,000	cu.yds.	.46	437,460.00
Short Overhaul	2,723,000	yd.sta.	.01	27,230.00
Long Overhaul	226,000	C-yd.sta.	.35	79,100.00
Finishing Roadbed and Slopes	All	Required		5,000.00
Rounding Outbanks	3,500	lin.ft.	.20	700.00
12-inch Concrete Pipe	240	lin.ft.	2.15	516.00
18-inch Concrete Pipe	1,100	lin.ft.	4.20	4,620.00
24-inch Concrete Pipe	120	lin.ft.	5.60	672.00
36-inch Concrete Pipe	350	lin.ft.	10.00	3,500.00
18-inch Corrugated Metal Pipe	300	lin.ft.	4.65	1,395.00
60-inch Corrugated Metal Pipe	420	lin.ft.	31.60	13,272.00
6-inch Perforated Metal Pipe	180	lin.ft.	1.90	342.00
Special Backfill in Drains	22	cu.yds.	6.00	132.00
Metal Guard Rail	22,600	lin.ft.	2.60	58,760.00
Metal Median Barrier	13,200	lin.ft.	3.95	52,140.00
Metal Sight Posts	120	only	2.85	342.00
Type 1 Fence	1,200	rods	6.50	7,800.00
Coarse Crushed Material in Base	64,000	cu.yds.	1.70	108,800.00
3/4" - 0 Material in Base	17,100	cu.yds.	1.85	31,635.00
Sprinkling	3,900	M-gals.	2.00	7,800.00
Preparation of Base	All	Required		1,000.00
3/4" - 0 Material in Binder Course	1,350	cu.yds.	3.00	4,050.00
MC-2 Asphalt in Binder Course	220	tons	49.00	10,780.00
Class "B" Asphaltic Concrete	22,400	tons	5.80	129,920.00
Furnishing and Placing Aggregates	2,780	cu.yds.	3.70	10,286.00
120-150 Asphalt	210	tons	47.00	9,870.00
RS-1 Asphalt	64	tons	55.00	3,520.00
Asphaltic Concrete Traffic Markers	380	lin.ft.	1.00	380.00
				$1,056,422.00
Anticipated Drainage and Slide Removal	All	Required		25,000.00
Work by Pacific Tel. and Tel. Co.	All	Required		2,900.00
Seeding and Mulching	All	Required		6,175.00

Flagging (57½% of Contractor's Cost)	All Required		$ 5,000.00
Work by West Coast Tel. Co.	All Required		5,900.00
Work by Calif.-Pacific Utilities Co.	All Required		6,400.00
			$1,107,797.00

Delineation and Signing (Sta. 817+00 to Sta. 964+30)(Contract No. 5775)

Furnish 8" BP 36# Steel Piling	126 lin.ft.	$ 5.00	$ 630.00
Drive Steel Piles	7 only	50.00	350.00
Metal Sign Posts	All Required (15%)		289.50
Wood Sign Posts	All Required (20%)		440.00
Type "A" Signs in Place	237 sq.ft.	6.80	1,611.60
Type "C" & "D" Signs in Place	149 sq.ft.	3.10	461.90
Type "E", "F" & "G" Signs in Place	55 sq.ft.	4.25	233.75
Type "J" Signs in Place	41 sq.ft.	7.00	287.00
Guide Posts, Type W-1	70 only	6.00	420.00
Guide Posts, Type Y-2	13 only	7.00	91.00
			$ 4,814.75
	Subtotal		$1,112,611.75
	10% Engr. & Cont.		111,260.25
	Total		$1,223,872.00

Type Code X021
Grande Ronde River Bridge (825+00) (Frontage Road 826+47 to 829+03)
(Contract No. 5141)

Removal of Old Bridge	All Required		$ 3,160.00
Structural Excavation	148 cu.yds.	$20.00	2,960.00
Class "A" Concrete	498 cu.yds.	75.00	37,350.00
Metal Reinforcement	126,500 lbs.	.14	17,710.00
8-inch Metal Drain Pipe	50 lin.ft.	4.00	200.00
	Subtotal		$ 61,380.00
	10% Engr. & Cont.		6,138.00
	Total		$ 67,518.00

Length of Roadway	2.500 miles
Length of 1 Structure	0.000 mile
Length of 3 Structures.	0.289 mile (exception)
Total Length	2.789 miles
Cost of Roadway Per Mile.	$489,548.80

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 40,000.00	$ 36,000.00	$ 4,000.00
Roadway	1,223,872.00	1,129,700.00	94,172.00
Structure	67,518.00	62,300.00	5,218.00
	$1,331,390.00	$1,228,000.00	$103,390.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939

State Funds for Maint: Chap. 529, laws 1939

PERRY-ORO DELL SECTION

Project No. I-139(8)

Summary of work to be done by the Pacific Telephone and Telegraph Co.

Labor	$1,300.00	
Materials	400.00	
Misc. Expense	1,300.00	
Salvage	100.00	Cr.
Use	$2,900.00	

Summary of work to be done by the West Coast Telephone Co.

Labor	$4,787.86	
Materials	1,095.38	
Equipment	683.99	
Salvage and Depreciation	626.01	Cr.
	$5,941.22	
Use	$5,900.00	

Summary of work to be done by the California-Pacific Utilities Co.

Labor	$3,166.07	
Materials	2,230.10	
Equipment	2,326.35	
Salvage and Depreciation	1,288.71	Cr.
	$6,433.81	
Use	$6,400.00	

Oregon State Highway Department

Federal Aid
Project No. I-80N-6(9)254

PERRY-ORO DELL SECTION OF THE
OLD OREGON TRAIL HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for modification of project agreement.)

Salem, Oregon, July 19, 1960

Type Code P.E.

Preliminary Engineering	All Required		$ 40,000.00

Type Code 6201
Roadway (Sta. 817+00 to Sta. 964+30)(Contract No. 5141)

Clearing and Grubbing	All	Required		$ 40,000.00
Drainage Excavation, Unclassified	1,800	cu. yds.	$ 3.00	5,400.00
General Excavation, Unclassified	951,000	cu. yds.	.46	437,460.00
Short Overhaul	2,723,000	yd. stas.	.01	27,230.00
Long Overhaul	226,000	C-yd. stas.	.35	79,100.00
Finishing Roadbed and Slopes	All	Required		5,000.00
Rounding Cutbanks	3,500	lin. ft.	.20	700.00
12-inch Concrete Pipe	240	lin. ft.	2.15	516.00
18-inch Concrete Pipe	1,100	lin. ft.	4.20	4,620.00
24-inch Concrete Pipe	120	lin. ft.	5.60	672.00
36-inch Concrete Pipe	350	lin. ft.	10.00	3,500.00
18-inch Corrugated Metal Pipe	300	lin. ft.	4.65	1,395.00
60-inch Corrugated Metal Pipe	420	lin. ft.	31.60	13,272.00
6-inch Perforated Metal Pipe	180	lin. ft.	1.90	342.00
Special Backfill in Drains	22	cu. yds.	6.00	132.00
Metal Guard Rail	22,600	lin. ft.	2.60	58,760.00
Metal Median Barrier	13,200	lin. ft.	3.95	52,140.00
Metal Sight Posts	120	only	2.85	342.00
Type 1 Fence	1,200	rods	6.50	7,800.00
Coarse Crushed Material in Base	64,000	cu. yds.	1.70	108,800.00
3/4" - 0 Material in Base	17,100	cu. yds.	1.85	31,635.00
Sprinkling	3,900	M-gal.	2.00	7,800.00
Preparation of Base	All	Required		1,000.00
3/4" - 0 Material in Binder Course	1,350	cu. yds.	3.00	4,050.00
MC-2 Asphalt in Binder Course	220	tons	49.00	10,780.00
Class "B" Asphaltic Concrete	22,400	tons	5.80	129,920.00
Furnishing and Placing Aggregates	2,780	cu. yds.	3.70	10,286.00
120-150 Asphalt	210	tons	47.00	9,870.00
RS-1 Asphalt	64	tons	55.00	3,520.00
Asphaltic Concrete Traffic Markers	380	lin. ft.	1.00	380.00
				$1,056,422.00

Anticipated Drainage and Slide Removal	All Required		$ 25,000.00
Work by Pacific Tel. and Tel. Co.	All Required		2,900.00
Seeding and Mulching	All Required		6,175.00
Flagging (57½% of Contractor's Cost)	All Required		5,000.00
Work by West Coast Tel. Co.	All Required		5,900.00
Work by Calif.-Pacific Utilities Co.	All Required		6,400.00
			$1,107,797.00

Delineation and Signing (Sta. 817+00 to Sta. 964+30)

Furnish 8" BP 36# Steel Piling	126 lin. ft.	$ 6.00	$ 756.00
Drive Steel Piles	7 only	75.00	525.00
Metal Sign Posts	All Required (15%)		430.50
Wood Sign Posts	All Required (20%)		670.00
Type "A" Signs in Place	237 sq. ft.	8.10	1,919.70
Type "C" & "D" Signs in Place	149 sq. ft.	5.25	782.25
Type "E", "F" & "G" Signs in Place	55 sq. ft.	5.75	316.25
Type "J" Signs in Place	41 sq. ft.	8.00	328.00
Guide Post, Type W-1	70 only	6.00	420.00
Guide Posts, Type Y-2	13 only	7.00	91.00
			$ 6,238.70
	Subtotal		$1,114,035.70
	10% Engr. & Cont.		111,403.30
	Total		$1,225,439.00

Type Code X021
Grande Ronde River Bridge (825+00)(Frontage Road 826+47 to 829+03)(Contract No. 5141)

Removal of Old Bridge	All Required		$ 3,160.00
Structural Excavation	148 cu. yds.	$20.00	2,960.00
Class "A" Concrete	498 cu. yds.	75.00	37,350.00
Metal Reinforcement	126,500 lbs.	.14	17,710.00
8-inch Metal Drain Pipe	50 lin. ft.	4.00	200.00
	Subtotal		$ 61,380.00
	10% Engr. & Cont.		6,138.00
	Total		$ 67,518.00

Length of Roadway - - - - - - - - - - - - 2.500 Miles
Length of 1 Structure - - - - - - - - - - 0.000 Mile
Length of 3 Structures- - - - - - - - - - 0.289 Mile (Exception)
Total Length- - - - - - - - - - - - - - - 2.789 Miles
Cost of Roadway Per Mile- - - - - - - - $490,175.60

SUMMARY OF FUNDS

Description		Total Cost	Federal Funds	State Funds
Preliminary Engineering		$ 40,000.00	$ 36,000.00	$ 4,000.00
Roadway		1,225,439.00	1,131,000.00	94,439.00
Structure		67,518.00	62,300.00	5,218.00
	*	$1,332,957.00	$1,229,300.00	$103,657.00

*	Total Cost	Federal Funds
P.A. Status	$1,326,094.70	$1,224,000.00
PS&E Status	6,862.30	5,300.00
	$1,332,957.00	$1,229,300.00

PERRY-ORO DELL SECTION

Project No. I-139(8)

Summary of work to be done by the Pacific Telephone and Telegraph Co.

Labor		$1,300.00	
Materials		400.00	
Misc. Expense		1,300.00	
Salvage		100.00	Cr.
	Use	$2,900.00	

Summary of work to be done by the West Coast Telephone Co.

Labor		$4,787.86	
Materials		1,095.38	
Equipment		683.99	
Salvage and Depreciation		626.01	Cr.
		$5,941.22	
	Use	$5,900.00	

Summary of work to be done by the California-Pacific Utilities Co.

Labor		$3,166.07	
Materials		2,230.10	
Equipment		2,326.35	
Salvage and Depreciation		1,288.71	Cr.
		$6,433.81	
	Use	$6,400.00	

5141

Monthly Transaction No. RECEIVED 6-90 1958	Form (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
		County **Union**
Project Report No. FOR FILING I-123 (8)	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **I-82-6(9) 254** **(I-139(8) - Old)**

5141

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Perry-Oro Dell Section of the Old Oregon Trail Highway from Perry to approx. 0.5 mile west of La Grande (US-30).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	**12/30/57**	**-**
Rights-of-Way		
Construction	**12/31/57**	**2.5**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **1,326,095.00**	Federal funds $ **1,224,000.00**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By ______________________
Chairman, State Highway Commission
(title)

By ______________________
Member, State Highway Commission
(title)

By ______________________
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By CGPolk
C. G. Polk
Division Engineer

Date executed by Division Engineer **June 23, 1958**

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Perry-Oro Dell Section, Project No. I-82-6(9)254, [I-139(6)-018].

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

HWC:smm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Perry - Oro Dell Section
Old Oregon Trail Highway
Union County

NATURE OF WORK:

Grade, Pave and Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5141 5141 Durbin Bros. 3-13-58

DATE OF COMPLETION: 250 workdays from 3-23-58

REMARKS:

May 5, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Perry-Oro Dell Section, Project No. I-139(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:bb

Oregon State Highway Department

Federal Aid
Project No. I-139(8)

PERRY-ORO DELL SECTION OF THE OLD OREGON TRAIL HIGHWAY IN UNION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code P.E.

Preliminary Engineering	All	Required		$ 40,000.00

Type Code 6201
Roadway (Sta. 817+00 to Sta. 964+30)(Contract No. 5141)

Clearing and Grubbing	All	Required		$ 40,000.00
Drainage Excavation, Unclassified	1,800	cu.yds.	3.00	5,400.00
General Excavation, Unclassified	951,000	cu.yds.	.46	437,460.00
Short Overhaul	2,723,000	yd.sta.	.01	27,230.00
Long Overhaul	226,000	C-yd.sta.	.35	79,100.00
Finishing Roadbed and Slopes	All	Required		5,000.00
Rounding Cutbanks	3,500	lin.ft.	.20	700.00
12-inch Concrete Pipe	240	lin.ft.	2.15	516.00
18-inch Concrete Pipe	1,100	lin.ft.	4.20	4,620.00
24-inch Concrete Pipe	120	lin.ft.	5.60	672.00
36-inch Concrete Pipe	350	lin.ft.	10.00	3,500.00
18-inch Corrugated Metal Pipe	300	lin.ft.	4.65	1,395.00
60-inch Corrugated Metal Pipe	420	lin.ft.	31.60	13,272.00
6-inch Perforated Metal Pipe	180	lin.ft.	1.90	342.00
Special Backfill in Drains	22	cu.yds.	6.00	132.00
Metal Guard Rail	22,600	lin.ft.	2.60	58,760.00
Metal Median Barrier	13,200	lin.ft.	3.95	52,140.00
Metal Sight Posts	120	only	2.85	342.00
Type 1 Fence	1,200	rods.	6.50	7,800.00
Coarse Crushed Material in Base	64,000	cu.yds.	1.70	108,800.00
3/4" - 0 Material in Base	17,100	cu.yds.	1.85	31,635.00
Sprinkling	3,900	M-gal.	2.00	7,800.00
Preparation of Base	All	Required		1,000.00
3/4" - 0 Material in Binder Course	1,350	cu.yds.	3.00	4,050.00
MC-2 Asphalt in Binder Course	220	tons	49.00	10,780.00
Class "B" Asphaltic Concrete	22,400	tons	5.80	129,920.00
Furnishing and Placing Aggregates	2,780	cu.yds.	3.70	10,286.00
120-150 Asphalt	210	tons	47.00	9,870.00
RS-1 Asphalt	64	tons	55.00	3,520.00
Asphaltic Concrete Traffic Markers	380	lin.ft.	1.00	380.00
				$1,056,422.00

Anticipated Drainage and Slide Removal	All Required		25,000.00
Work by Pacific Tel. and Tel. Co.	All Required		2,900.00
Seeding and Mulching	All Required		6,175.00
Flagging (57½% of Contractors Cost)	All Required		5,000.00
Work by West Coast Tel. Co.	All Required		5,900.00
Work by Calif.-Pacific Utilities Co.	All Required		6,400.00
	Subtotal		$1,107,797.00
	10% Engr. & Cont.		110,779.70
	Total		$ 1,218,576.70

Type Code X021

Grande Ronde River Bridge (825+00)(Frontage Road 826+47 to 829+03)(Contract No. 5141)

Removal of Old Bridge	All Required		$	3,160.00
Structural Excavation	148 cu.yds.	20.00		2,960.00
Class "A" Concrete	498 cu.yds.	75.00		37,350.00
Metal Reinforcement	126,500 lbs.	.14		17,710.00
8-inch Metal Drain Pipe	50 lin.ft.	4.00		200.00
	Subtotal		$	61,380.00
	10% Engr. & Cont.			6,138.00
	Total		$	67,518.00

Length of Roadway.	2.500 miles
Length of 1 Structure.	0.000 mile
Length of 3 Structures	0.289 mile (exception)
Total Length	2.789 miles
Cost of Roadway per mile	$487,430.68

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 40,000.00	$ 36,000.00	$ 4,000.00
Roadway	1,218,576.70	1,125,700.00	92,876.70
Structure	67,518.00	62,300.00	5,218.00
	$1,326,094.70	$1,224,000.00	$102,094.70

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

PERRY-ORO DELL SECTION

Project No. I-139(8)

Summary of work to be done by the Pacific Telephone and Telegraph Co.

Labor		$ 1,300.00
Materials		400.00
Misc. Expense		1,300.00
Salvage		100.00 Cr.
	Use	$ 2,900.00

Summary of work to be done by the West Coast Telephone Co.

Labor		$ 4,787.86
Materials		1,095.38
Equipment		683.99
Salvage and Depreciation		626.01 Cr.
		$ 5,941.22
	Use	$ 5,900.00

Summary of work to be done by the California-Pacific Utilities Co.

Labor		$ 3,166.07
Materials		2,230.10
Equipment		2,326.35
Salvage and Depreciation		1,288.71 Cr.
		$ 6,433.81
	Use	$ 6,400.00

Oregon State Highway Department

Federal Aid
Project No. I-139(8)

PERRY-ORO DELL SECTION OF THE
OLD OREGON TRAIL HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 30, 1957

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 40,000.00

Type Code 6201
Roadway (Sta. 817+00 to Sta. 964+30)

Clearing and Grubbing	All	Required	$	$ 25,000.00
Drainage Excavation, Unclassified	1,800	cu. yds.	3.00	5,400.00
General Excavation, Unclassified	951,000	cu. yds.	0.48	456,480.00
Short Overhaul	2,723,000	yd. sta.	0.01	27,230.00
Long Overhaul	226,000	C-yd.sta.	0.40	90,400.00
Finishing Roadbed and Slopes	All	Required		7,500.00
Rounding Cutbanks	3,500	lin. ft.	0.20	700.00
12-inch Concrete Pipe	240	lin. ft.	2.50	600.00
18-inch Concrete Pipe	1,100	lin. ft.	4.50	4,950.00
24-inch Concrete Pipe	120	lin. ft.	6.00	720.00
36-inch Concrete Pipe	350	lin. ft.	10.00	3,500.00
18-inch Corrugated Metal Pipe	300	lin. ft.	5.00	1,500.00
60-inch Corrugated Metal Pipe	420	lin. ft.	32.00	13,440.00
6-inch Perforated Metal Pipe	180	lin. ft.	2.00	360.00
Special Backfill in Drains	22	cu. yds.	6.00	132.00
Metal Guard Rail	22,600	lin. ft.	2.75	62,150.00
Metal Median Barrier	13,200	lin. ft.	4.25	56,100.00
Metal Sight Posts	120	only	3.00	360.00
Type 1 Fence	1,200	rods	3.75	4,500.00
Coarse Crushed Material in Base	64,000	cu. yds.	1.75	112,000.00
3/4" - 0 Material in Base	17,100	cu. yds.	1.85	31,635.00
Sprinkling	3,900	M-gals.	3.00	11,700.00
Preparation of Base	All	Required		1,500.00
3/4" - 0 Material in Binder Course	1,350	cu. yds.	3.25	4,387.50
MC-2 Asphalt in Binder Course	220	tons	50.00	11,000.00
Class "B" Asphaltic Concrete	22,400	tons	5.80	129,920.00
Furnishing and Placing Aggregates	2,780	cu. yds.	3.25	9,035.00
120-150 Asphalt	210	tons	48.00	10,080.00
RS-1 Asphalt	64	tons	50.00	3,200.00
Asphaltic Concrete Traffic Markers	380	lin. ft.	1.00	380.00
				$1,085,859.50
Adjust Utilities	All	Required		16,000.00
Seeding and Mulching	All	Required		9,500.00
Flagging (57½% of Contractor's Cost)	All	Required		5,000.00
	Subtotal			$1,116,359.50
	10% Engr. & Cont.			111,635.95
		Total		$1,227,995.45

Type Code X021
Grande Ronde River Bridge (825+00)(Frontage Road 826+47 to 829+03)

Removal of Old Bridge	All Required	$	$ 3,000.00
Structural Excavation	148 cu. yds.	20.00	2,960.00
Class "A" Concrete	498 cu. yds.	70.00	34,860.00
Metal Reinforcement	126,500 lbs.	0.12	15,180.00
8-inch Metal Drain Pipe	50 lin. ft.	4.00	200.00
	Subtotal		$ 56,200.00
	10% Engr. & Cont.		5,620.00
	Total		$ 61,820.00

Length of Roadway - - - - - - - - - - - - 2.500 Miles
Length of 1 Structure - - - - - - - - - - 0.000 Mile
Length of 3 Structures- - - - - - - - - - 0.289 Mile (Exceptions)
Total Length- - - - - - - - - - - - - - - 2.789 Miles
Cost of Roadway Per Mile- - - - - - - - $491,198.16

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 40,000.00	$ 36,000.00	$ 4,000.00
Roadway	1,227,995.45	1,134,500.00	93,495.45
Structure	61,820.00	57,100.00	4,720.00
	$1,329,815.45	$1,227,600.00	$102,215.45

Oregon State Highway Department

Federal Aid
Project No. I-139(8)

PERRY-ORO DELL SECTION OF THE OLD OREGON TRAIL HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 6, 1958

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 40,000.00

Type Code 6201
Roadway (Sta. 817+00 to Sta. 964+30)

Clearing and Grubbing	All	Required	$	$ 35,000.00
Drainage Excavation, Unclassified	1,800	cu. yds.	3.00	5,400.00
General Excavation, Unclassified	951,000	cu. yds.	0.53	504,030.00
Short Overhaul	2,723,000	yd. sta.	0.01	27,230.00
Long Overhaul	226,000	C-yd.sta.	0.40	90,400.00
Finishing Roadbed and Slopes	All	Required		7,500.00
Rounding Cutbanks	3,500	lin. ft.	0.20	700.00
12-inch Concrete Pipe	240	lin. ft.	2.50	600.00
18-inch Concrete Pipe	1,100	lin. ft.	4.50	4,950.00
24-inch Concrete Pipe	120	lin. ft.	6.00	720.00
36-inch Concrete Pipe	350	lin. ft.	10.00	3,500.00
18-inch Corrugated Metal Pipe	300	lin. ft.	5.00	1,500.00
60-inch Corrugated Metal Pipe	420	lin. ft.	32.00	13,440.00
6-inch Perforated Metal Pipe	180	lin. ft.	2.00	360.00
Special Backfill in Drains	22	cu. yds.	6.00	132.00
Metal Guard Rail	22,600	lin. ft.	3.25	73,450.00
Metal Median Barrier	13,200	lin. ft.	5.00	66,000.00
Metal Sight Posts	120	only	3.00	360.00
Type 1 Fence	1,200	rods	3.75	4,500.00
Coarse Crushed Material in Base	64,000	cu. yds.	1.95	124,800.00
3/4" - 0 Material in Base	17,100	cu. yds.	2.20	37,620.00
Sprinkling	3,900	M-gals.	3.00	11,700.00
Preparation of Base	All	Required		1,500.00
3/4" - 0 Material in Binder Course	1,350	cu. yds.	3.25	4,387.50
MC-2 Asphalt in Binder Course	220	tons	50.00	11,000.00
Class "B" Asphaltic Concrete	22,400	tons	6.30	141,120.00
Furnishing and Placing Aggregates	2,780	cu. yds.	3.25	9,035.00
120-150 Asphalt	210	tons	48.00	10,080.00
RS-1 Asphalt	64	tons	50.00	3,200.00
Asphaltic Concrete Traffic Markers	380	lin. ft.	1.00	380.00
				$1,194,594.50
Anticipated Drainage and Slide Removal				25,000.00
Adjust Utilities	All	Required		16,000.00
Seeding and Mulching	All	Required		9,500.00
Flagging (57½% of Contractor's Cost)	All	Required		5,000.00
	Subtotal			$1,250,094.50
	10% Engr. & Cont.			125,009.45
		Total		$1,375,103.95

Type Code X021
Grande Ronde River Bridge (825+00)(Frontage Road 826+47 to 829+03)

Removal of Old Bridge	All Required	$	$ 3,000.00
Structural Excavation	148 cu. yds.	25.00	3,700.00
Class "A" Concrete	498 cu. yds.	78.00	38,844.00
Metal Reinforcement	126,500 lbs.	0.13	16,445.00
8-inch Metal Drain Pipe	50 lin. ft.	4.00	200.00
	Subtotal		$ 62,189.00
	10% Engr. & Cont.		6,218.90
	Total		$ 68,407.90

Length of Roadway - - - - - - - - - - - 2.500 Miles
Length of 1 Structure - - - - - - - - - 0.000 Mile
Length of 3 Structures- - - - - - - - 0.289 Mile (Exceptions)
Total Length- - - - - - - - - - - - - - 2.789 Miles
Cost of Roadway Per Mile- - - - - - - $493,045.50

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engr.	$ 40,000.00	$ 36,000.00	$ 4,000.00
Roadway	1,375,103.95	1,270,000.00	105,103.95
Structure	68,407.90	63,000.00	5,407.90
	$1,483,511.85	$1,369,000.00	$114,511.85

RECEIVED
MAY 22 1962
FOR FILING
[illegible]

5141

May 21, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment in the amount of $35,602.25 will be made to Durbin Bros., on contract #5141 for structure-grading-paving the Perry-Oro Dell Section of the Old Oregon Trail in Union County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $1,168,883.94, including the post-final payment. Of the total, $4,311.88 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Durbin Bros.,
Route 5, Box 490
Eugene
Oregon

BUREAU OF PUBLIC ROADS

April 30, 1962

Mr. B. M. French, Regional Engineer
08-00.4 Portland, Oregon

C. G. Polk, Division Engineer
08-35.4DA Salem, Oregon

Oregon Project I-80N-4(9)254 - Durbin Brothers Claim

In line with Mr. G. M. Williams' January 18, 1962 memorandum on the above subject, we have reviewed the claim involved to determine the appropriate amount to be allowed. Our files contain a copy of the claim documents and the State's worksheets for their determinations. Attached are two copies each of a summary of the State's latest claim analysis dated March 14, 1962; the Chief Counsel's April 11, 1962 opinion on interest payments; and Area Engineer Jensen's April 23, 1962, memorandum to the files. A recapitulation of the amounts involved is furnished, as follows:

ITEM	CLAIMED 4/14/61	CORRECTED By State 6/9/61	VALIDATED 6/28/61	VALIDATED 2/20/62
DURBIN				
1	$12,258.50	$12,120.06	$12,120.06	$11,971.05
2	1,401.75	1,401.75	1,401.75	1,401.75
3	4,330.41	5,199.44	5,199.44	See below
(3)	(6,600.86)	(Revised Submission 1962)		4,890.41
4a	21,259.17	21,259.17	--	See below
4b	16,987.01	16,987.00	--	See below
5	10,684.18	2,950.48	--	(2,482.15)
4a,4b,5	Compromise	--	--	5,869.71
COMPTON				
1	1,980.44	1,980.44	1,980.44	1,980.44
2	2,002.94	2,002.94	2,002.94	2,002.94
3	1,134.32	479.45	479.45	464.14
4	--	--	--	--
5	982.01	Withdrawn	--	--
6	100.00	100.00	100.00	100.00
7	1,962.43	1,962.43	1,962.43	1,962.43
8	663.27	663.27	663.27	663.27
9	212.14	212.14	--	--
10	3,180.89	3,180.67	3,180.67	3,180.67
CLARAMBEAU				
1	1,071.97	931.28	931.28	See below
(1)	(931.28)	(Omits 15% Allowance)		931.28
2	321.95	244.16	244.16	See below
(2)	(279.96)	(Omits 15% Allowance)		244.16
Grand Totals	$80,547.38 ($88,435.15)	$71,614.68	$30,205.89	$35,602.25

original referred To Young
with note

5-2-62

You will note that the amount of the claim considered as valid by the State has increased from $30,805.89 to $35,608.25 since we advised the Highway Department that the claim was eligible, in general, for Federal participation. The increase is due to a compromise settlement on a 44 percent overrun of selected subgrade material as shown on the plans, which was a subsidiary obligation of the contractor not payable directly under a separate contract pay item. The contractor figured his bid on general excavation by considering selected subgrade material in place at a $1.17 per cubic yard. General excavation overran by only 5 percent. Durbin Brothers contend that an additional $0.54 per cubic yard is due based on his bid computations, whereas the State now considers the $0.11 per cubic yard would be appropriate based on the 1961 Statewide average for such work handled as a separate pay item. By compromising at $0.30 per cubic yard the contractor, in effect, agrees not to press his claim for the intangible items, idle equipment rental and outside rental paid for equipment.

Though it appeared that material obtained under Price Agreement No. 13 may have been used for select subgrade material, neither the resident engineer's diary nor the mass diagram for hauling selected subgrade material indicates that it was utilized for this purpose. Consequently, payment for the overrun in selected subgrade material is logical at the unit price supported by the State instead of the compromise figure. Based on the overrun in selected subgrade material exceeding the overrun in general excavation, the amount of Durbin Item No. 5 considered eligible for Federal participation by this office is determined as follows:

$$\text{Selected Subgrade Material} = \frac{\text{Final Quantity}}{\text{Plan Quantity}} = \frac{73{,}404}{50{,}859} = 144.4 \text{ percent}$$

$$\text{General Excavation} = \frac{\text{Final Quantity}}{\text{Plan Quantity}} = \frac{1{,}001{,}606}{951{,}000} = 105.3 \text{ percent}$$

$$\text{Difference} = 39.1 \text{ percent}$$

Amount of overrun eligible = 0.391 x 50,859 = 19,886 cubic yards

Amount eligible 19,886 x 0.11 = $2,187.46

The area engineer also questioned the payment for equipment moving to and back from other projects which were closer to the Perry-Oro Ball project than the contractor's headquarters. Actually, having other projects available to utilize part of the equipment may be considered as a savings on the Perry-Oro Ball project. Therefore, the amount supported by the State has been approved for Federal participation.

Interest payments, Durbin Item No. 3 and Compton Item No. 3, also were questioned. After receipt of the Chief Counsel's April 11, 1962 opinion, which indicated that the State would be obligated to pay interest, your representatives verbally advised on April 20, 1962 that we should participate in this portion of the claim.

We are approving Price Agreement No. 20 with Federal participation limited to the amount of $31,920.00, which reflects the reduced amount allowed for Durbin Item No. 5.

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 30, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Perry-[illegible] Section
Interstate 80N
Contract No. 5144
Oregon Project No. I-80N-(?)254

Dear Sir:

Durbin Bros., prime contractor on the above-captioned project, has submitted claims in behalf of itself and its subcontractors asking for additional compensation in the amount of $71,614.08.

These claims are basically founded in delays suffered by the contractor due to noncompletion of work not a part of his contract and not under his control. The construction division has analyzed these claims and feels that $30,305.89 represents valid costs experienced by the contractor above and beyond those expenses he would normally expect to face.

With respect to the legal aspects of the case, our Counsel advises that the contractor in a court of law could recover damages from the State as would be compensable under the law involving contracts. A copy of an opinion in that regard is attached.

At a meeting on June 28, 1961, Mr. [illegible]rich denied participation of the Bureau of Public Roads in any settlement or adjustment of the claim but indicated that the State might appeal this decision. We are now making such an appeal.

We sincerely request your reconsideration in regard to this claim. We request participation of the Bureau of Public Roads in a settlement of $30,305.89.

Very truly yours,

W. C. Williams
State Highway Engineer

Enclosure

W.B. Parker
[illegible]

To Div.
Dist. Engr.

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Perry-Oro Dell
Date March 2, 19[illegible]
Highway Old Oregon Trail
Contract No. 5141
County Union
Prefix 31-1040
Contractor Durbin Brothers
F. A. Project No. I-80N-6(9)254
Address Route 5, Box 490, Eugene, Oregon
Price Agreement No. 20

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Settle all claims on this project.

Federal participation limited to the total amount of $31,920.00 which reflects a supportable amount of $2,187.46 for the overrun in selected subgrade material exceeding the overrun in general excavation and no allowance for non-supported items, idle equipment rental and outside rental paid for equipment.

Locations by station numbers:

Entire Project.

Names of pay items, estimated quantities and agreed prices:

Lump sum $35,602.25

Specifications, basis of measurement and other provisions:

This Price Agreement, when fully executed, will comprise settlement of all claims by the contractor against the State Highway Department on this project.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization . . . . $	1,334,449.13
Present estimate of project cost, including $35,602.25 for work under this order $	1,289,487.97
Expected under-run (amount) . . . . . . $	44,961.16
Expected under-run (per cent)	3.37

Signed /s/ Durbon Bros.
Contractor

By Wallace R. Durbin

Submitted by: ....
Resident Engineer

Approval Recommended: ....
Division Engineer

Approval Recommended: /s/ F. B. Klaboe
Ass't. Construction Engineer or Bridge Engineer

Approved: /s/ L. H. Young
Office [illegible] Engineer

State Printing [illegible]

RECEIVED
APR 17 1962
FOR FILING

5141

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 16, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Interest Payment on Claim of Durbin Bros.
Perry-Oro Dell Section
Old Oregon Trail Highway
Contract No. 5141

Dear Mr. Polk:

Transmitted herewith are two (2) copies of an opinion of our Chief Counsel indicating that the State is obligated to pay interest on the claim of Durbin Bros. This information was requested by your office recently.

Very truly yours,

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
encs.

cc: R. L. Porter (enc.)
L. I. Lindas

NOTED
R. L. PORTER

FORM E-90 90M 7-60 39398

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

CONSTRUCTION DIVISION
RECEIVED
APR 12 1962
NOTED ☐ CE ☑ ACE ☐ ACE ☐ ☐

April 11, 1962
Salem 10, Oregon

SUBJECT: Claim of Durbin Bros.-
Interest payment

To: Mr. Fred Klaboe
Asst. Construction Engineer

OFFICE

You have asked me for an opinion as to whether or not the State of Oregon would be subject to the payment of interest on moneys retained by the state during the period in which the contractor was unreasonably delayed in the completion of his contract through no cause of his own.

The matter of the payment of interest to a contractor was the subject of an appeal in the case of Eldon v. Chandler, 202 Or. 407, in which the court stated that the matter of payment of interest by the state was definitely settled in the cases of North Pacific Construction Co. v. Wallowa County, 119 Or. 565, and Public Market v. Portland, 171 Or. 522.

The Supreme Court, in these cases, held in effect that where the retainage due a contractor was withheld for an unreasonable length of time, through no fault on the part of the contractor, or there was an unwarranted withholding of such retainage, that interest was payable on the same for the period of the delay.

It would appear to me, therefore, that if the work in this case was done in an adequate manner and the money was retained for an unreasonable time, or an unwarranted period, through no fault of the contractor himself, the contractor would, therefore, be entitled to interest on this retainage for the period of the unreasonable delay.

Baker

Please transmit to BPR

From the facts related to me in this case, which I will not enumerate in this letter, it is my opinion that interest would be due to the Durbin Bros. on this claim for the period between the time they would normally have completed the job, to the time when the job was actually completed. The interest due would be the legal rate of interest.

L. L. LINDAS
Chief Counsel

LLL:lc

RECEIVED
1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH [illegible] FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 5, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Re: Perry-Oro Dell Section

Dear Mr. Polk:

Several weeks ago we presented you with our documentation for the payment of all claims on this project. The Special Provisions for this project state that the contractor must file an action against the State to collect his claims for additional compensation within a period of one (1) year following mailing of the engineer's revised final estimate.

This one year period shall expire on April 14 of this year. Can you give us at this time any indication of how the matter has progressed in your department? As you know, we are quite anxious to wind up this claim under the terms presented to you in our recent letter.

Very truly yours,

F. D. Morgan
Construction Engineer

By
F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: G. S. Paxson
R. L. Porter

NOTED
G. S. PAXSON
STATE H

RECEIVED
MAR 23 1962
FOR FILING

5141

March 23, 1962

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 20 covering settlement of claims on the Perry-Oro Dell Section of the Old Oregon Trail Highway in Union County, Contract No. 5141, in connection with Federal Aid Project No. I-80N-6(9)254.

This price agreement was discussed with yourself and Mr. Dee on March 16, 1962, by Mr. Klabes. At that time documents and computations in support of the claims making up this agreement were presented to you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
MAR 22 1962
FORM E 30X—50M—6-61—36692

FOR [illegible]

5141

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 21, 1962

SUBJECT: Perry-Oro Dell Section
Contract No. 5141

To: Mr. L. H. Young
Office Engineer

OFFICE

We have had an outstanding claim on this project for well over a year now. As you are aware, portions of this claim are, we believe, justifiable and we have petitioned the Bureau of Public Roads for participation in these portions. They have recently written us stating that they would participate on a sum not to exceed $30,205.89 upon the presentation by us of proper documentation. Since that time we have met with the contractor and his attorney, Mr. D. R. Husband, and attempted to arrive at a value for settling all claims on the project. This has now been established at a lump sum amount of $35,602.25 and a Price Agreement in this amount is attached. I enclose, also, a copy of our analysis of this Price Agreement, dated March 14, 1962, together with a copy of my letter to Mr. Husband of March 5, 1962.

On March 16, 1962, I attended a conference with Mr. Polk and Mr. Dec of the Bureau of Public Roads and at that time presented to them all the documentation that I felt was necessary to support the claim. They stated that they would take the entire matter under consideration and advise us in the near future whether or not they would participate on any or all of the proposed settlement.

It is, therefore, suggested that the enclosed Price Agreement be forwarded to the Bureau of Public Roads for their action.

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
Attachments

cc: R. L. Porter
A. F. Parson

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

5141

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 5, 1962

Mr. Donald R. Husband
Husband, Johnson, Hillier & MacInnis
Attorneys-at-Law
Washburne Building
72 West Broadway
Eugene, Oregon

Re: Perry-Oro Dell Section
Contract No. 5141

Dear Mr. Husband:

I forward with this letter seven (7) copies of Price Agreement number twenty (20) on Contract 5141, Perry-Oro Dell Section, Old Oregon Trail Section. This Price Agreement is in the total amount of $35,602.25. If and when executed, it will serve to settle all claims against the State by your client, Durbin Bros., on this contract.

The total amount is broken down as follows:

DURBIN CLAIMS

#1 - Moving Costs	$11,971.05	
#2 - Increased Labor Costs	1,401.75	
#3 - Interest on Retainage	4,890.41	
#4a- Idle Time Equipment Rental	-----	
#4b- Rental on Outside Equipment	-----	
#5 - Select Subgrade Material	-----	
Compromise settlement of Claims 4a, 4b and 5	5,869.71	
		$24,132.92

COMPTON CLAIMS

#1 - Moving Costs - rock crew	$ 1,920.44	
#2 - Moving Costs - oiling crew	2,002.94	
#3 - Int. on stockpile material	464.14	
#6 - Lease on stockpile area	100.00	
#7 - Excess cost of late paving	1,962.43	
#8 - Add. compensation for median A.C.	663.27	
#10 - Increased labor costs	3,180.67	
		$10,293.89

CLARAMBEAU CLAIMS

#1 - Increased Labor Costs	$ 244.16	
#2 - Moving Costs	931.28	
		$ 1,175.44
TOTAL ALL CLAIMS		$35,602.25

As soon as we receive the signed forms from you, we will present all documents to the Bureau of Public Roads for their consideration.

Very truly yours,

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

encs.
FBK:bjh

cc: G. S. Paxson
R. L. Porter
A. F. Parson

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING
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5141

Form A-[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name PERRY-ORO DELL Date March 2, 1962
Highway OLD OREGON TRAIL Contract No. 5141
County UNION Prefix 31-1040
Contractor DURBIN BROTHERS F. A. Project No. I-80N-6(9)254
Address Route 5, Box 490, Eugene, Oregon Price Agreement No. 20

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

Settle all claims on this project.

Locations by station numbers:

Entire Project.

Names of pay items, estimated quantities and agreed prices:

Lump sum $35,602.25

Specifications, basis of measurement and other provisions:

This Price Agreement, when fully exeated, will comprise settlement of all claims by the contractor against the State Highway Department on this project.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization . . . . $
Present estimate of project cost, including $35,602.25 for work under this order $
Expected under-run over-run (amount) . . . . . $
Expected under-run over-run (per cent) . . . . .

Space to right of this line is for use of Salem Office
[illegible]
44

Submitted by: Resident Engineer

Approval Recommended: Division Engineer

Approval Recommended: Construction Engineer or Bridge Engineer

Signed Durbin Bros Contractor
By Wallace R. Durbin

Approved: S/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

FOR FILE

5141

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20, 1962

SUBJECT: Perry-Oro Dell Section
Contract No. 5141

To: Mr. R. L. Porter
Ass't. State Highway Engineer

OFFICE

A meeting was held in the Construction Engineer's office on this date to discuss the claims made by the contractor for this section, Durbin Bros., against the State. As you know, the Bureau of Public Roads has recently advised us that they would participate on a sum not to exceed $30,205.89 upon presentation of proper documentation. A copy of their letter is enclosed. The following people were in attendance:

Representing Contractor	Representing State
D. R. Husband	C. E. Paulsen
Wally Durbin	Maurice Juve
Clarence Durbin	Atty Johansen
Walter Durbin	F. D. Morgan
J. C. Compton	F. B. Klaboe
Ken Twedt	

The claims involved on this project have been under negotiation for over one year. It is believed that a settlement which is represented below is a fair and just settlement and should be accepted by the State Highway Department. A portion of the claim probably will be disallowed by the Bureau of Public Roads. This portion will amount to a sum in the neighborhood of $5,300.00. I list below the various portions of the claims and our recommendations for the settlement of them.

Durbin Claim No. 1 - Moving Costs - $12,252.50

This claim is for move-in and move-out costs due to delay of over one year in completion of the project, said delay being caused by a lack of coordination between the grading and structure contracts. We have made preliminary audit of the contractor's books and believe that the sum of $12,120.06 is valid. A final audit to accumulate proper documentation records may change this figure slightly.

Durbin Claim No. 2 - Increase Cost of Labor - $1,401.75

This claim is for increased labor costs due to the same reasons listed in No. 1 above. We believe that this is a legitimate claim. We will also need an audit of the contractor's books to properly document the item.

Durbin Claim No. 3 - Interest on Retainage - $6,600.86

The same reasons given for No. 1 and No. 2 above support this claim. It has been determined that the contract should have been completed about September 15, 1959. It was not, in fact, completed until the end of November, 1960. We, therefore, believe that contractor should be paid interest at the rate of 6% for all monies retained by the State between the period of September 15, 1959, and December 1, 1960. This will amount to approximately $5,309.64.

Durbin Claim No. 4 (a) - Idle Time Equipment Rental - $21,259.17
-and-
Durbin Claim No. 4 (b) - Rental of Outside Equipment - $16,987.01

These two claims were discussed at great length. The contractor still believes that they are legitimate and that they should be paid. We continue to deny both for the obvious reasons stated during previous conferences. (Copy of Memo to the File dated 3-8-61 is enclosed). We recommend that no payment be made for Claims 4 (a) or 4 (b).

Durbin Claim No. 5 - Select Subgrade Course Construction - $10,624.18

There is an area here wherein the contractor is entitled to consideration of a portion of the costs involved in placing select subgrade material in quantities above that contemplated in the contract. The contractor has claimed an additional sum of 54.3¢ per cu. yd. for the 19,565.7 cu. yds. of select subgrade material placed above contract quantities. He has offered to drop Claim 4 (a) and Claim 4 (b) if the State would compromise this Claim 5 at a figure of 30¢ per cu. yd. for the 19,565.7 cu. yds. This would involve a payment of $5,869.71 to settle Claims 4 (a), 4 (b) and 5 which total $48,870.36.

J. C. Compton Claims - All the Compton claims listed in the Memo to Files dated March 8, 1961, were again discussed. Claims 1, 2, 3, 6, 7, 8, and 10 were believed justified and are recommended for payment. The sum of these claims amounts to $10,309.20. We believe that they are fully documented. These claims include a sum of $663.27 for which the Bureau of Public Roads had previously granted approval.

Clarambeau Claim - This claim for extra moving in and out costs and for additional labor costs presented by this sub-contractor was in the amount of $1,392.92. We have audited said claim and believe that the amount of $1,175.44 is valid.

As stated in an early portion of this letter, certain portions of the Durbin claims must be reaudited in order that the proper documentation be secured for presentation to the Bureau of Public Roads. However, we feel that the figures listed above will be quite close to the figures that evolve after this reaudit.

If no further changes are made on this reaudit, Durbin (and his sub-contractors) has offered to settle all claims on this project for approximately the total sum of $36,185.80. You will recall that the Bureau of Public Roads has lately agreed to participate in the total amount of $30,205.89, dependent upon the State presenting them with adequate supporting documentation. Previously they had agreed to participate on an additional $663.27 making a total of $30,869.16 eligible for consideration. If they refuse to go any higher than this $30,869.16 figure, and the State agrees to the proposed settlement, we would be settling said claim on the basis that the State pay, from State funds entirely, approximately the sum of $5,316.64.

It is recommended that the contractor's compromise offer in this case be accepted and that the State pays for the additional $5,316.64.

We are proceeding with the necessary audits, and, will execute a Price Agreement to cover the settlement in the event that you approve our recommendations.

Please advise your decision prior to February 28 as have advised the attorney representing Durbin that I would let him know the answer by then.

F. D. Morgan
Construction Engineer

By Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: Forrest Cooper
Tom Edwards
A. F. Parson
L. H. Young
C. H. Maison
L. I. Lindas

RECEIVED
FEB [illegible] 1962
OFFICE OF
STATE [illegible]

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT
Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 25, 1962

FROM : C. G. Folk, Division Engineer
08-35.1 Salem, Oregon

C. G. Folk

CONSTRUCTION DIVISION
RECEIVED
JAN 29 1962
NOTED: ☑ ☑ ☑ ☑ ☑

SUBJECT: Oregon Project I-80N-6(9)254
Durbin Bros. Claim

We have advice from our Washington office that the above claim, in general, is eligible for Federal participation. An excerpt from their letter is quoted:

> "We have no means of determining here whether the amount of $30,205.89 is the appropriate amount that should be allowed on the claim. If, however, the State can adequately support this amount or some lesser amount, the supported amount should then be considered eligible for Federal participation". (Underscoring by this office).

It is our understanding that Durbin Bros. claim amounts to $71,614.68 but that your Construction Division, after a thorough analysis of the claim, made a determination that the sum of $30,205.89 represented valid expenses experienced by the contractor over and above the expenses he would normally expect to face. In order that we may make the proper review of the claim and process the necessary documents we will need copies of the contractor's claim and copies of your analysis including arithmetic computations. These may be attached to the formal Price Agreement if that is the manner you wish to present your bill for approval.

RECEIVED
JAN 26 1962
OFFICE OF
WAY ENGINEER

Morgan —
[illegible]
Young

ote: June is accumulating all info. Please return to Klaboe.

NOTED
R. L. PORTER

BK

OREGON STATE HIGHWAY DEPARTMENT

CORRESPONDENCE

Salem, Oregon
March [illegible], 1961

SUBJECT:

To

MEMO TO THE FILES

On March 2, a meeting was held in the Construction Engineer's office to discuss claims made against the State on Contract No. 5141, Perry-Orodell Section of the Old Oregon Trail. Mr. Tom Edwards, Construction Engineer, Mr. L. H. Young, Assistant Construction Engineer, and Mr. L. W. Rulien, Assistant Field Construction Engineer, represented the State. Mr. Wally Durbin, prime contractor, Mr. J. C. Compton, subcontractor, and Mr. Kenneth Tweet, of the Compton Company, presented the claims.

Contract No. 5141 was awarded to Durbin Brothers on March 13, 1958 and the special provisions contained the following statement:

> "It is expected, but not guaranteed, that the ends of structures will be completed by December 31, 1958."

Contract No. 5228 was awarded to Tom Lillebo with workdays to begin on July 3, 1958 covering construction of structures over the Grande Ronde River at Stations 856+40 and 944+30 and the special provisions contain the following statement:

> "The ends of these structures shall be completed to such an extent that approach fills may be placed on or before December 31, 1958."

This contract was completed on April 29, 1960.

Contract No. 5424 was awarded to the Schrader Construction Company with workdays to begin April 11, 1959 covering construction of structures over the Grande Ronde River at Station 953+00 and 966+70 and the special provisions mention no specific date for completion of structure ends. This contract was completed on January 27, 1961.

The coordination or rather "lack of it" between the work of Durbin Brothers and the various bridge work listed above is the basis for the bulk of the following claims.

Mr. Durbin presented claims totalling $67,055.02 which are itemized as follows:

Claim No. 1 - Moving Cost - $12,252.50

These moving costs were incurred because of one year delay in completion of project caused by structure contract. Contractor was forced to move out and back in. The charge appears legitimate and the cost will be checked.

Claim No. 2 - Increase of Labor - $1,041.75

These costs were the result of increases in wages applied to 1960 season and are claimed due to the fact that completion of this project was delayed because the structural contractor failed to complete the bridges. The consensus of opinion was that this is a legitimate claim and subject only to audit by the Cost Analyst.

Claim No. 3 - Interest on Retainage - $4,530.41

This is also a claim brought about by the delay of the project and represents interest charged on the monies retained by the State. This appears a legitimate claim and again is subject to audit by the Cost Analyst.

Claim No. 4 (a) - Equipment Rental - $21,259.17

The contractor contends that for roughly a period of four months from May to September, 1959 his equipment was held on the project but was not working. He further states that during this period, he expected momentarily to be able to go to work. The charge consists of one-third of what would be a normal rental. We will investigate the circumstances involved in this, but stated that, in our opinion, payment could not be made.

Claim No. 4 (b) - Rental Equipment - $16,987.01

This is an additional claim for rental and is based on the fact that when the contractor was about to go to work after the above standby period, he had to hire additional equipment to stay on his construction schedule whereas had the above-listed delay not occurred, he would have been capable of performing this work with his own equipment which was on the job. It was stated that we did not believe that this claim could be paid; one reason being that, although it evidently was true that he did rent additional equipment to perform work, nevertheless, the equipment during the time it was rented was performing productive work for which he was paid.

Claim No. 5 - Select Excavation - $10,624.18

The contractor alleges that his General Excavation price for this job was arrived at, in part, by considering the requirements shown on the plans for excavating, hauling and placing selected subgrade materials. He further states that in actually constructing this project, the quantity of selected subgrade material and the haul involved in placing the selected subgrade material increased more than he could normally anticipate and that this increase should be compensated for. A quick perusal of the final mass diagram for the selected subgrade material indicates that his contention is probably in error. This will be checked further by us and by the contractor. We advised him that at least tentatively this would not appear a legitimate claim but the facts would be looked into.

Mr. Kenneth Tween then presented claims in behalf of J. C. Compton. The Compton Company claims will total $12,098.94 as follows:

Claim No. 1 - Cost of Moving in and out by Rock Placing Crew - $1,920.44

Again due to discontinuity of operation, excessive moving in and out was required. We felt that this was a legitimate claim subject only to an audit by our Cost Analyst.

Claim No. 2 - Move In and Out by Oiling Crew - $2,002.94

Legitimate as above and subject to audit.

Claim No. 3 - Interest Costs of Materials in Stockpile - $1,134.32

This claim is based on the fact that completion of this project was delayed approximately one year due to structural contract. The retained portions of materials on hand, in this case stockpiled aggregates, were lost to the company for a year. The claim appears legitimate and is subject to an audit.

Claim No. 4 - No claim listed in contractor's presentation.

Claim No. 5 - Claim for Interest on Retained Percentage - $922.01

This claim is actually against the Durbin Brothers and the Durbin Brothers in their preceding presentation include this item in their Claim No. 3 against the State.

Claim No. 6 - Claim on Cost of Stockpile Area Lease - $100.00

Due to one years delay in the project, this lease had to be extended a year. The contractor was advised that the claim appears legitimate.

Claim No. 7 - Excess costs in Placing Base Rock and Paving Bridge Approaches - $1,962.43

When the structure was completed so that the approaches could be rocked and paved, the contractor had already completed the rest of his surfacing and paving work. It was therefore necessary for him to have this portion completed by the Russell Olson Company. This claim represents his additional costs, appears legitimate and is subject to an audit.

March 8, 1961

Memo to the Files

Claim No. 8 - Additional Compensation for Placing A.C. in Median Barrier Area - $663.27

Paid

The contractor was instructed by us to pave in a manner which would place his longitudinal joints at centerline. This was not called for on the plans for the project. The operation necessitated considerable hand work in the median area due to odd widths. The claim appears legitimate. However, the actual money will have to be checked.

Claim No. 9 - Cost for Scarifying and Removing Oil Mat and Base on Three Bridge Ends - $212.14

Temporary ramps to handle traffic were constructed and oiled at these bridge ends. This material had to be removed in order to accommodate four inches of paving. The claims appears to have merit and will be checked.

Claim No. 10 - Wage Increases - $3,180.89

This claim stems from the fact that the project completion was delayed a year and in this period wage rates were increased. The claim appears to be legitimate and subject to audit.

In addition, Mr. Tweet handed us claims from Dale J. Clarambeau who did the guard rail and right of way fence work on the project. These claims had not been studied by Mr. Tween and were not discussed and will be studied by us. No statements were made as to their merit.

In summation, Mr. Durbin was tentatively advised that his claims numbered 1, 2 and 3 appeared justifiable and subject to a check of the figures and would be given consideration; that his claims numbered 4 (two parts) and 5 did not appear legitimate or payable but would be further investigated.

The J. C. Compton Company was advised that their claims appeared legitimate and were subject to a figure check and would be given consideration.

Tom Edwards
Construction Engineer

By

[illegible] Kalien
Assistant Field Construction Engineer

L[illegible]

RECEIVED
7 1962
~~FOR FILES~~

5141

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
WASHINGTON 25, D.C.

FEB 1 1962

IN REPLY REFER TO:
22-40

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem 10, Oregon

Dear Mr. Cooper:

It is sincerely regretted that because of your letter of January 2, 1962, becoming mislaid in this office an earlier reply has not been made regarding the matter of Durbin Brothers claim on Oregon Project I-80N-6(9)254.

In the meantime, however, we wrote to Regional Engineer French on January 18 in response to his memorandum of December 18 regarding the same subject. In our memorandum we agreed with you in principle that the claim should be eligible for Federal participation. It would still be necessary to establish and adequately support the exact amount that would be eligible for participation.

No doubt this information has been passed on to you before now and we presume that appropriate action is being taken to close out the matter.

Sincerely yours,

Rex M. Whitton
Federal Highway Administrator

[illegible] with [illegible]
to pay and settle this matter 2-6-62

NOTED
R. L. PORTER

RECEIVED
FEB 6 1962
OREGON
STATE HIGHWAY COMMISSION

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file

FORM E-123-X 50M 6-59
COMMISSIONERS
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SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 30, 1962

Mr. Donald R. Husband
Attorney at Law
72 West Broadway
Eugene, Oregon

Re: Claim of Durbin Bros.

Dear Mr. Husband:

We are now prepared to sit down with you and your people looking to a possible compromise settlement in connection with the above matter.

Is it possible that you and your people could meet with our people on Tuesday, February 13th, at either 10:00 A.M. or 1:30 P.M.? I would appreciate it if you would let me know if either one of these times is agreeable so I can arrange to have the necessary parties here to meet with you.

Very truly yours,

L. I. LINDAS
Chief Counsel

NOTED
R. L PORTER

LIL:dc
cc: R. L. Porter

RECEIVED
JAN 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 30 1962
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UNITED STAT GOVERNMENT
Memorandum

U. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. F rrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 25, 1962

FROM : C. G. Polk, Division Engineer
8-35.1 Salem, Oregon

SUBJECT: Oregon Project I-80N-6(9)254
Durbin Bros. Claim

We have advice from our Washington office that the above claim, in general, is eligible for Federal participation. An excerpt from their letter is quoted:

> "We have no means of determining here whether the amount of $30,205.89 is the appropriate amount that should be allowed on the claim. If, however, the State can adequately support this amount or some lesser amount, the supported amount should then be considered eligible for Federal participation". (Underscoring by this office).

It is our understanding that Durbin Bros. claim amounts to $71,614.68 but that your Construction Division, after a thorough analysis of the claim, made a determination that the sum of $30,205.89 represented valid expenses experienced by the contractor over and above the expenses he would normally expect to face. In order that we may make the proper review of the claim and process the necessary documents we will need copies of the contractor's claim and copies of your analysis including arithmetic computations. These may be attached to the formal Price Agreement if that is the manner you wish to present your bill for approval.

Morgan
Linden
Young

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UNITED STATES GOVERNMENT
MEMORANDUM

US DEPARTMENT OF COMMERCE
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

TO: Mr. W. C. Williams, State Highway Engineer - Salem, Oregon

DATE July 25, 1961

FROM: C. G. Polk, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(9)254, Perry-Oro Dell Section

Reference is made to your letter of June 30, 1961, concerning the claim of Durkin Bros. for additional compensation because of delays on Oregon Interstate Project I-80N-6(9)254.

The specifications for this project are as follows:

Coordination of Work with Other Contractors

Several structures, as indicated on the plans are to be constructed by others during the time this contract is under way. It is expected, but not guaranteed, that the ends of structures will be completed by December 31, 1958.

Non-completion of the other work within the expected time limit will not, however, relieve the contractor of his obligation to entirely complete all work specified to be done under the contract. Neither will such non-completion entitle him to extra compensation of any kind.

In view of the above, it is our opinion that the contractor had ample warning that there was a definite possibility that the structures might cause a delay to his work, and it must be assumed that he was put on notice to include such a contingency in his bid.

Furthermore, on page 7 of the Special Provisions, provisions are made for certain work to be performed at the structures.

Article 1.5.4 of the State Standard Specifications reads as follows:

> "Where one contractor's operations are within the limits or adjacent to the operations of another contractor, each shall be responsible to the other for any damage, injury, loss or expense which may be suffered on account of interference of operations neglect or failure to finish work at the proper time or any other cause."

MORE

According to our interpretation of the Specifications and Special Provisions for this project, no provisions are made for adjustment of compensation because of delays and none were intended. Therefore, we can find no basis on which we can justify participation in the claim.

In accordance with your request of June 30, this matter has been referred to our Regional Engineer. We have now been informed that the Regional Engineer concurs in our decision that we cannot participate in this claim. They further note the apparent lack of coordination between the State Construction and the Bridge Departments, which may have been a contributing factor in this case. This matter has been discussed with representatives of your department on other occasions. Should the contractor secure a favorable court decision, it would not be inappropriate for you to request a reconsideration of the claim at that time.

RECEIVED

January 2, 1961

AIRMAIL

Mr. Rex M. Whitton
Federal Highway Administrator
Bureau of Public Roads
1717 H Street N. W.
Washington 25, D. C.

Dear Mr. Whitton:

It is with considerable hesitency that we request your assistance in a problem facing this Department. It is not only because of the importance of this specific case but also because of the precedent-setting possibilities involved that the Oregon Highway Department wishes a review by your office or preferably by you.

Our problem arises from the claim of a contractor on Project I-80N-6(9)254 for additional compensation. While this Department feels that the claim has justification, we have been advised by the Regional and Division Engineers that no Federal reimbursement will be made in this case, whether the matter is settled by negotiation or by Court judgment.

The controversy involves a contract on the Perry-Oro Dell Section of the Old Oregon Trail Highway (Interstate Route 80N), Union County. The work is in the Grande Ronde River Canyon, which runs through Oregon's Blue Mountains. This is an area of severe winter weather conditions, which results in short working seasons. Additional complications come about from conflicts with the Union Pacific railroad, which traverses the same canyon.

The basic facts relating to this matter are about as follows:

1. Grading and paving of the Perry-Oro Dell Section was contracted to Durbin Brothers on March 13, 1958, and the specifications provided that the work was to be completed in 250 "weather" working days. Under normal circumstances, it could reasonably be expected that this job could be finished in midyear, 1959. The special provisions for this contract stated that seven structures would be built by separate contract and that it was expected, but not guaranteed, that this structural work would be completed by December 31, 1958. These structures had to be finished before Durbin Brothers could complete the grading and paving work.

2. On June 19, 1958, a contract was awarded for four of the seven structures. Due, however, to two labor strikes, one of which involved equipment operators and the other which involved pile drivers, the work was not completed so as to allow Durbin Brothers to proceed until November 1959.

3. Due to the shortage of qualified designers, we were unable to construct the remaining three structures until April 1959. This, coupled with the above-mentioned strikes, delayed the completion of this work to a point where Durbin Brothers could not proceed until October 1960.

As a result of all this, Durbin Brothers and its subcontractors were forced to cease operations on May 27, 1959. In April 1960, they partially resumed operations but could not finish their work until after the last bridge was finished, in October 1960. These long delays resulted in unanticipated move-out and move-in costs; increased the cost of the work because of new labor agreements which were not anticipated at the time of bidding; and caused additional loss because of the retained percentages that had to be held for this length of time.

It is the opinion of this Department's legal counsel that these items form the basis of a valid claim and, if denied and litigation started, could result in a verdict against the State. This contractor has threatened suit and is asking for a payment of $71,000; however, we are confident that a settlement could be negotiated for less than half this sum. The matter was presented to your Division and Regional offices with a request for Federal participation in a negotiated settlement. We, at first, were told that while approval of a settlement on a negotiated basis could not be approved for Federal-aid, it "would not be inappropriate for the State to request a reconsideration of the matter if a law suit were filed and the matter carried to judgment". We were later advised that regardless of how this problem was settled Federal participation would not be approved.

This is a case of where the State of Oregon, in good faith, has attempted to expedite work on the interstate system, and all contracts have had the concurrence of your Oregon Division Office. The fact that delays have occurred and were beyond the control of this Department is, in our opinion, one of the risks that must be assumed if any real progress is to be made. We think that the Bureau of Public Roads and the Oregon Highway Department are partners in this venture and feel that the Bureau should assume its full responsibility in the matter.

Our Department does not wish that this controversy go to trial but wishes to settle the matter on a negotiated basis. We know that asking for your aid is an imposition on your time, but we will be most appreciative if you will have this matter thoroughly investigated in order that the State of Oregon is not deprived of the Federal-aid to which we believe it is entitled. Mr. L. I. Lindas, our legal counsel, and myself, will be in Washington during the week of January 7-12 and will be happy to discuss this matter with you, or if this should not prove to be convenient, representatives of this Department can arrange to meet with you at any mutually satisfactory time.

Best Personal Regards,

Forrest Cooper
State Highway Engineer

RLP:ajw me

cc G. S. Paxson
R. L. Porter
H. D. Morgan
Lindas

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COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
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MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5141

December 6, 1961

Mr. Harry Cunningham
Third Floor--New Mint Building
133 Hermann Street
San Francisco 2, California

Re: Claim - Durbin Brothers

Dear Harry:

Subsequent to the receipt of your letter of November 14th relative to the above matter, I have contacted the Division Engineer in this area and find that I am apparently right back where I started in the first instance, and this because of an apparent ambiguity in the memos I have received from the BPR office. Accordingly, I thought I should send you copies of my entire file as pertains to this matter and ask you if it would be possible for you to come to Oregon to sit down with all concerned to see if we can work out this matter.

I am enclosing for your use a copy of the memorandum we first received from this division office dated July 25; a copy of a letter I wrote to Dave Black on August 10th last relative to the matter; a copy of your letter to me of November 14th and a copy of the final memorandum to me from this division office on the 29th.

I would like to point out the ambiguities as I see them and refer you first to the memorandum to this office dated July 25, the last sentence of which states, "Should the contractor secure a favorable court decision, it would not be inappropriate for you to request a reconsideration of the claim at that time."

As you know, your letter to me stated that it wasn't the intention to hinge the matter on any requests for reconsideration on obtaining a favorable court decision as distinguished from any other settlement based on legal liability and supported by the written opinion of the department's chief counsel. For your information, I have written such an opinion and after the receipt of your letter, I wrote to the division office asking if it was now permissible to negotiate a settlement in this case.

I now refer you to the memorandum we received from the division office on November 29th last, in which it is stated, and I quote, "In other words we do not intend to participate in the claim regardless of whether it is settled on the basis of a legal opinion or a court decision."

It seems that somewhere along the line they have changed their thinking in this matter because I cannot understand the first statement telling us it would not be inappropriate to request consideration of a claim after a court decision if it was their intention never to participate in any event.

I would appreciate it if you would look over this situation and advise whether or not it would be possible for you to meet with all of the parties concerned to go over this matter.

If you are unable to do this, I would appreciate hearing from you immediately because I intend to pursue this at the Washington level when I am in Washington for the Highway Research Board meeting the early part of January.

Hoping that you can meet with us and with kindest regards, I remain

Very truly yours,

L. I. LINDAS
Chief Counsel

RECEIVED
[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

LIL:dc
Encl.
cc: C. G. Polk
Forrest Cooper

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: November 29, 1961

FROM : C. G. Polk, Division Engineer
08-35.2-DA Salem, Oregon

SUBJECT: Oregon Project I-80N-6(9)254
Durbin Brothers' Claim

Mr. Lindas' November 27, 1961 letter interpreted a November 14, 1961 letter from Western Counsel, Harry Cunningham, that there is apparently no more intention on the part of the Bureau to hinge the matter of a settlement, in the subject claim, on the contractor obtaining a favorable court decision than there would be in any other case based on legal liability as supported by a written opinion from the Highway Department's Chief Counsel.

This interpretation is entirely correct. In other words we do not intend to participate in the claim regardless of whether it is settled on the basis of a legal opinion or court decision. Our non-participation is based on all pertinent factors in the case, one of which was the apparent lack of coordination between your Construction and Bridge Divisions.

Mr. Lindas' understanding that we would participate based upon the content of Mr. Cunningham's letter and his June 30, 1961 opinion to Mr. Edwards relative to your legal liability is not correct.

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Western Office of the General Counsel
833 Market Street, Room 1007
San Francisco 3, California

November 14, 1961

Mr. Leonard Lindas
Chief Counsel
Oregon State Highway Department
Salem, Oregon

Dear Leonard:

Your letter of the 6th on the Durbin Brothers case only recently reached my attention, having just returned from Washington, D. C.

I may not be entirely up to date on the matter, but it was my impression from the brief luncheon discussion with yourself, Mr. Black and myself during the AASHO meetings in Denver that the State would proceed with whatever action it deemed advisable in the public interest in connection with the subject claim. In regard to the Bureau's memorandum of July 25, 1961, to Mr. W. C. Williams, it is understood from Mr. French and Mr. Polk that the question of Federal participation was considered on the merits of the case including all pertinent factors, and there was no intention to hinge the matter of any request for reconsideration on obtaining a favorable court decision as distinguished from any other settlement based on legal liability and supported by a written opinion of the Highway Department's Chief Counsel.

It was a pleasure to see you at Denver, and will be looking forward to the next conference.

Cordially,

H. E. Cunningham
Western Counsel

cc: Mr. Black
Mr. French
Mr. Polk

FORM E-123-X 8M- 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 10, 1961

Mr. David Black
General Counsel
Bureau of Public Roads
1717 H. Street, N.W.
Washington 25, D. C.

Re: Claim of Durbin Brothers
Contract No. 5141
Perry-Oro Dell Section
Old Oregon Trail

Dear Dave:

I hesitate to write you concerning a problem we are having with the division office, but because of the peculiar facts surrounding this matter, together with the possibility that if we follow the division's recommendation it will involve us in a $71,000 lawsuit, I thought perhaps if I could give you a run-down on the problem you might suggest action leading to a solution. The facts are these:

Durbin Brothers, were awarded a contract to do certain grading work, etc., on the Perry-Oro Dell Section of the Old Oregon Trail Highway which is part of the National System of Interstate and Defense Highways (80 N.) in Union County. This contract was awarded on March 13, 1958, and provided for 250 work days. Under normal circumstances, their work should have been completed in June or July of 1959. At the time the contractwas awarded the provisions were made therein which brought to the attention of all parties that seven structures would have to be constructed by other contractors within the overall length of the project. Because of this, our special provisions under the title "Necessary Provisions," on Page 29, informed the contractor that there would be several structures involved and that "it is expected, but not guaranteed, that the end of the structures will be completed by December 31, 1958."

On June 19, 1958, Contract No. 5228 was awarded for the construction of four of these structures. This contract had a working completion date of 240 work days, but due to circumstances beyond the control of the contractor, the first of these structures was not available for the grading and paving contractor (Durbin

Brothers) until about November, 1959, which was 11 months after the anticipated completion date of 1958. The delay in this instance was caused primarily by two labor strikes - one involving equipment operators and one involving pile drivers. The resultant work stoppage during parts of June, July and August, a prime construction season, created a lay off of 60 days.

On April 1, 1959, Contract No. 5424 was awarded for the construction of the remaining 3 structures on the above-titled section. This contract called for a completion date of 320 work days and did not include any statement to the effect that the ends of the structures were to be completed by any certain time so that the grading and paving contractor could complete his job. Of these 3 structures, the last one was made available to the paving and grading contractor (Durbin Brothers) in October, 1960.

As a result, Durbin Brothers and their subcontractors were forced to shut down their operation on May 27, 1959, since they could not complete the project until the structures were ready for the fills to be placed against them. Durbin Brothers remained shut down until April, 1960, when some of the structures were by then completed. Durbin Brothers then continued with the contract sporadically until they placed the final fill in December, 1960.

This, of course, meant that Durbin Brothers had to shuffle men and equipment on and off the job between April and December, 1960, as the work areas became available upon completion of the structures. It is additional compensation for this added work and expense for which Durbin Brothers seek compensation in the sum of approximately $70,000.

Based upon the above facts, it is our feeling that, while we did not guarantee the structures to be completed by December 31, 1958, it is obvious from the number of work days and the contemplated completion date of Durbin Brothers' contract that we, as well as the contractor, anticipated the structures would be ready within a reasonable time after December 31, 1958. This reasonable time could, of course, be anywhere from 4 to 6 months, and it appears to me that a wait of 11 months on the first bridge, up to and including a wait of 22 months on the final bridge, is an unreasonable delay.

Now while it is true that the Standard Specifications, Art. 1.5.4 provides that where one contractor's operations lie within the limits or adjacent to another's operation, each shall be responsible to the other for damage, injury, loss or expense which the other contractor may suffer on account of interference in the contractor's operation or failure to finish the work scheduled to avoid the contractor's unnecessary delay, it would appear from facts in this case, such provision would have no application.

While a further investigation may be made as to why Contract No. 5228 which was awarded in June, 1958, was not completed sooner, it is our feeling that this certainly could not apply to Contract No. 5424 which was not awarded until after the anticipated completion date for the structures and which contract in addition, allowed the contractor 320 work days to complete the structures.

As I stated, the contractors have made a claim for a sum in excess of $71,000 and I feel that we may settle this matter by negotiation for a sum less than one-half of that amount.

We have appealed to the Division Engineer for the Bureau, who in turn informs us that he has referred the matter to the Regional Engineer. These engineers have suddenly become lawyers and give a very strict and unrealistic construction to the above-mentioned language as well as the intent of the contract. They have refused to participate in any settlement, no matter how favorable it may be, unless we first require the contractor to file a suit against the state.

I have already written one opinion to our Deputy Highway Engineer which was forwarded to your people, stating that I feel we should arrive at some reasonable settlement in this matter. The only answer that I can get from the region is that if the contractor does sue us and secures a favorable court decision, it would not be "inappropriate" for us to request a reconsideration of the claim.

I think this an unrealistic approach because the amount of the law action will be for the $71,000 figure and the best witnesses the contractor will have will be our own engineers. We had a lengthy conference with the people involved and have run up against a stone wall, and I thought perhaps I should inform you of the matter and let you take whatever action you think is mete and proper.

I am enclosing herewith a copy of my letter to Tom Edwards, our Construction Engineer, relative to this matter, also, Mr. W. C. Williams State Highway Engineer's letter to C. G. Polk and the Bureau's answer.

I am sorry to have bothered you with this, but one thing I cannot reconcile, and that is, if it's not inappropriate for them to reconsider this claim if we have a judgment against us, I cannot see why it is inappropriate to consider it now when the matter may be settled for one-half of the amount. It is my honest and candid opinion that we could never successfully defend an action against us and it just seems such a waste of time, money, effort and personnel to force us to go to court in order to secure Federal participation.

Hoping to hear from you as soon as you can get to this, and with warmest personal regards, I remain

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:ep
cc: W. C. Williams
F. E. Cooper T. Edwards

UNITED STATES GOVERNMENT
MEMORANDUM

US DEPARTMENT OF COMMERCE
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

TO: Mr. W. C. Williams, State Highway Engineer - Salem, Oregon

DATE July 25, 1961

FROM: C. G. Polk, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-6(9)254, Perry-Oro Dell Section

Reference is made to your letter of June 30, 1961, concerning the claim of Durkin Bros. for additional compensation because of delays on Oregon Interstate Project I-80N-6(9)254.

The specifications for this project are as follows:

Coordination of Work with Other Contractors

Several structures, as indicated on the plans are to be constructed by others during the time this contract is under way. It is expected, but not guaranteed, that the ends of structures will be completed by December 31, 1958.

Non-completion of the other work within the expected time limit will not, however, relieve the contractor of his obligation to entirely complete all work specified to be done under the contract. Neither will such non-completion entitle him to extra compensation of any kind.

In view of the above, it is our opinion that the contractor had ample warning that there was a definite possibility that the structures might cause a delay to his work, and it must be assumed that he was put on notice to include such a contingency in his bid.

Furthermore, on page 7 of the Special Provisions, provisions are made for certain work to be performed at the structures.

Article 1.5.4 of the State Standard Specifications reads as follows:

> "Where one contractor's operations are within the limits or adjacent to the operations of another contractor, each shall be responsible to the other for any damage, injury, loss or expense which may be suffered on account of interference of operations neglect or failure to finish work at the proper time or any other cause."

MORE

According to our interpretation of the Specifications and Special Provisions for this project, no provisions are made for adjustment of compensation because of delays and none were intended. Therefore, we can find no basis on which we can justify participation in the claim.

In accordance with your request of June 30, this matter has been referred to our Regional Engineer. We have now been informed that the Regional Engineer concurs in our decision that we cannot participate in this claim. They further note the apparent lack of coordination between the State Construction and the Bridge Departments, which may have been a contributing factor in this case. This matter has been discussed with representatives of your department on other occasions. Should the contractor secure a favorable court decision, it would not be inappropriate for you to request a reconsideration of the claim at that time.

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December 1, 1961

Hon. Lester G. Oehler
Referee in Bankruptcy
Citizens Bank Building
Corvallis, Oregon

Dear Judge Oehler:

Mr. Jason Lee asked that this Department transmit to you information relative to when the claim of the Clarambeau Construction Company in connection with State Highway Contract No. 5141 would be paid. This is on the Perry-Oro Dell Section in Union County.

The Highway Commission's contract was with Durbin Bros. of Eugene, and the final payment covering all work accomplished under the contract was paid to Durbin Bros. on May 26, 1961. It occurs to us that this claim is a matter between the prime and subcontractors. Should further information be desired, anything available will be furnished on your request.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLP:me

cc Jason Lee
Masonic Building
Salem, Oregon

Forrest Cooper
Leonard I. Lindas

LAW OFFICES OF
JASON LEE
MASONIC BUILDING
495 STATE STREET
SALEM, OREGON
TELEPHONE EM. 4-4424

November 29, 1961

State Highway Department
Highway Bldg
Salem, Oregon

Attention: W. C. Williams
Chief Engineer

Re: Claim of Dale J. Clarambeau

Gentlemen:

This office represents Dale J. Clarambeau in the matter of his bankruptcy, No. B-54709, and at his hearing before the Hon. Lester G. Oehler this date the question arose as to the prospects for payment of the claim submitted by Mr. Clarambeau, dba Clarambeau Construction Company, a mechanical copy of which claim (consisting of 4 pages), is attached hereto.

The particular construction job on which the claim arose was the Perry-OroDell section of U. S. 30, between LaGrande and Pendleton, Contract #5141. 5/201.1

The prime contractor was Durbin Bros., of Eugene, Oregon, and J. C. Compton was a sub-contractor under them. Clarambeau was engaged, putting in the guard rail, as sub-contractor for J. C. Compton. The work was done between March 1958, and December 1960, and the claim was submitted on or about February 10, 1961.

Judge Oehler desires information as to when this claim will be paid and to whom, and any other information which may be of assistance to the Court in appraising the same.

It will be appreciated if you will make your reply directly to the Hon. Lester G. Oehler, Referee in Bankruptcy, Citizens Bank Bldg., Corvallis, Oregon, and forward a copy of your letter to this office for my information. The Court has indicated it would like to have the reply within 30 days.

Thank you for your cooperation in this matter.

Porter

Yours truly,

Jason Lee
JASON LEE

JL:mb
cc Lester Oehler

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NOV 30 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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OREGON
STATE HIGHWAY COMMISSION

Summary of Work on contract no.5141

March 4,1958	Moved in on job to install the right way fence at request of general contractor and engineer. Moved off from job April 19,1958
Oct.5 ,1958	Moved in on job to install all guard rail on detour so traiff could be detour around the gradeing contrator. Oct.18,1958 moved off from job.
Sept.5,1959	Moved in on the job to do as much as was possible in order to keep our work schedule for 1960. Put all medain barrer in that grade was ready for and all guard rail post on grade that was finished. App. Sta. 820 to 910 Oct. 17 moved off from job.
Nov. 14,1959	Moved on to job to unload guard rail that was shiped in by rail for job. Moved out Nov 21,1959.
May 11,1960	Moved on to job to finish med.section and put brigde rail on at the request of engineer so traiff could be controled while paveing was being done. May 21,1960 moved out.
Aug.6,1960	Sent two men on job to line med. post and bring them to grade in front of paveing contractor.
Aug.15,1960	Moved back on the job with equipment to finish med. section at end of structure App. Sta. 945 after east bound lane was paved so could control traiff on west bound lane to finish paveing west bound lane, hung all guard rail and med. barrier and painted all rail to Sta. 945 app. West bound structure not complete at sta. 945 so moved off from job Sept. 17,1960
Dec.2,1960	Moved on to job to complete guard rail at Sta. 945 west bound lane. Installed cattle guards on price agreement and touch up paint on rail replaced rail damaged by construction and traiff. completed job to engineers satisfaction on Dec. 17 1960.

Dale J. Clarambeau

Sheet1
Feb. 10,1960
Salem, Oregon

Perry-Oro Dell Section Old Oregon Trail
Union County Contract no. 5141
Expense Incurredby contract not being completed in 1959.

Payroll no.	Date	HOURS WORKED IN DIFFERENT CLASSIFICATION Labor S.T.	Labor O.T.	Labor Foreman S.T.	Labor Foreman O.T.	Oiler S.T.	Oiler O.T.	Teamster S.T.	Teamster O.T.
16	May 14-60	68							
17	" 21-60	236½							
18	Aug 6-60	64							
19	" 20-60	255	46						
20	" 27-60	360	58						
21	Sept 3-60	342	24½						
22	" 10-60	120	15						
23	" 17-60	66	12						
24	" 24-60	24							
25	Dec 3-60	12	12	12		12		12	
26	" 10-60	117½	10	40	10	40	4	40	4
27	" 17-60	64		32					
		1729	165½	84	10	52	4	52	4
1960 Wage Rate		2.75	4.12½	3.00	4.50	3.17	4.75½	3.25	4.87½
	1960 Wages	$4754.75	$682.69	$252.00	$45.00	$168.84	$19.02	$169.00	$19.50
1959 Wage Rate		2.65	3.97½	2.90	4.35	2.77	4.15½	2.85	4.27½
		$4581.85	657.86	243.60	43.50	144.04	16.62	148.20	17.10
Deference 59 From 1960		$172.90	$24.83	$8.40	$1.50	$24.80	$2.40	$20.80	$2.40
Total deference in wages paid 1960 over 1959									$258.03

Social Security	3.0%		
Ind Acct. Ins.	2.5%		
Oregon Unemp.	2.7%		
Fed. Unemp.	0.3%		
Total payroll Tax.	8.5%	x $258.03	21.93
		Total Payroll Incurred	$279.96

Equipment Rent And Expense of moving to and from Job.

May 11 1960 moving to job.				
1 Stompall machine				
1 Two Ton Flatbed truck	8hr.	@ 4.29		34.32
1 ½ Ton Pickup	8 hr	@ .92		7.36
1 Ford frontloader tractor	8 hr	@ .59		4.29
PJC. two ton truck	8 hr.	@ .33⅓	--1/3 rate	2.69
Gasoline	303 mile	@ 11.5	mills	3.48
Moving out May 21 1960	150 Gal	@ 28.9		43.35
PUC. two ton truck				
Gasoline	303 Mile	@ 11.5	Mills	3.48
	150 Gal	@ 28.9		43.35
Moving on to job Aug 14 1960				
1 Stompall machine				
1 Two ton truck	8 hr	@ 4.29		34.32
1 ½ ton Pickup	8 hr	@ .92		7.36
1 Ford frontloader tractor	8 Hr	@ .59		4.29
PUC. two ton truck	8 hr	@ .33⅓	--1/3 rate	2.69
Gasoline	303 mile	@ 11.5	mills	3.48
Moved off from job Sept.3 1960	150 gal	@ 28.9		43.35
PUC. two ton truck				
Gasoline	303 mile	@ 11.5	mills	348
Dec. 1st 1960 moved on to job.	150 Gal	@ 28.9		43.35
1 Stompall machine				
1 two ton truck	8 hr	@ 4.29		34.32
1 ½ ton pickup	8 hr	@ .92		7.36
1 Ford frontloader tractor	8 hr	@ .59		4.29
	8 hr	@ .33⅓	--1/3 rate	2.69
1 one ton truck hauled eight post backto job that were delivered on job at an early date and didn't have any place to stock pile so they wold be safe so put them in our shop at McMinnville.	8 hr	@ .70		5.60
PUC. two ton truck				
PUC. one ton truck	303 mile	@ 11.5	mills	3.48
Gasoline	303 mile	@ 5.5	mills	1.66
Moveing off from job Dec. 10 1960	181 gal	@ 28.9		52.30
PUC. two ton truck				
PUC. one ton truck	303 mile	@ 11.5	mill	3.48
Gasoline	303 mile	@ 5.5	mill	1.66
	181 gal	@ 28.9		52.30
	total Equipment rent			$453.78

May11 1960 Moving onto job 3 men 8 hrs each	24hr	@ 2.75	66.00
May 21 1960 moving off from job 3 men 8 hrs each	24hr	@ 2.75	66.00
Aug 14 1960 moving onto job 3 men 8 hrs. each	24hr	@ 2.75	66.00
Sept. 3 moving off from job 3 men 8 hrs each	24hr	@ 2.75	66.00
Dec 1 1960 moving on to job 4 men 8hr each	32hr	@ 2.75	88.00
Dec 10 1960 moving off from job 4 Men 8 hr each.	32hr	@ 2.75	88.00
	160hr	@ 2.75	$ 440.00
Plus payroll tax 8.5% x 440.00			37.40
Total Moving Labor			$477.40
Extra payroll of 1960 over 1959 Total			279.96
equipment rental and expenses of operating tool			453.88
			$1211.24
Plus 15% allowance on total Expense			181.68
Total of Claim			$1392.92

Dale Clarambeau

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5141

RECEIVED

477 Cottage Street, N.E.
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

November 29, 1961

C. G. Polk, Division Engineer
08-35.2-DA Salem, Oregon

Oregon Project I-80N-6(9)254
Durbin Brothers' Claim

Mr. Lindas' November 27, 1961 letter interpreted a November 14, 1961 letter from Western Counsel, Harry Cunningham, that there is apparently no more intention on the part of the Bureau to hinge the matter of a settlement, in the subject claim, on the contractor obtaining a favorable court decision than there would be in any other case based on legal liability as supported by a written opinion from the Highway Department's Chief Counsel.

This interpretation is entirely correct. In other words we do not intend to participate in the claim regardless of whether it is settled on the basis of a legal opinion or court decision. Our non-participation is based on all pertinent factors in the case, one of which was the apparent lack of coordination between your Construction and Bridge Divisions.

Mr. Lindas' understanding that we would participate based upon the content of Mr. Cunningham's letter and his June 30, 1961 opinion to Mr. Edwards relative to your legal liability is not correct.

NOTED
R. L. PORTER

NOTED
[illegible]

Copy to Edwards.

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DEC 1 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

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MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5141

November 27, 1961

Mr. Clifford G. Polk
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Re: Oregon Project I-80N-6(9)254
Perry-Oro Dell Section
Oregon Highway Contract 5141 -
Claim, Durbin Brothers

Dear Mr. Polk:

I have this date received a letter from Mr. Harry Cunningham, Western Counsel of the Bureau of Public Roads, a copy of which I enclose herewith together with a legal opinion over my signature directed to Mr. Tom Edwards, Construction Engineer, on June 30, 1961.

As I interpret Mr. Cunningham's letter, he said there is apparently no more intention on the part of the Bureau to hinge the matter of a settlement in this case on the contractor obtaining a favorable court decision than there would be in any other case based on legal liability as supported by a written opinion from the Highway Department's chief counsel.

As you can tell from the letter I wrote to Mr. Edwards on June 30th, there is such liability, and it is my opinion that a settlement should be made in this case if at all possible.

Before proceeding further towards negotiating for a settlement, do I understand that, if such a settlement is made, the Bureau of Public Roads will participate therein based upon the content of the letter of Mr. Cunningham and my opinion to Mr. Edwards relative to our legal liability?

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:vp
cc: B. M. French
Forrest Cooper

Encl.

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U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Western Office of the General Counsel
833 Market Street, Room 1007
San Francisco 3, California

November 14, 1961

Mr. Leonard Lindas
Chief Counsel
Oregon State Highway Department
Salem, Oregon

Dear Leonard:

Your letter of the 6th on the Durbin Brothers case only recently reached my attention, having just returned from Washington, D. C.

I may not be entirely up to date on the matter, but it was my impression from the brief luncheon discussion with yourself, Mr. Black and myself during the AASHO meetings in Denver that the State would proceed with whatever action it deemed advisable in the public interest in connection with the subject claim. In regard to the Bureau's memorandum of July 25, 1961, to Mr. W. C. Williams, it is understood from Mr. French and Mr. Polk that the question of Federal participation was considered on the merits of the case including all pertinent factors, and there was no intention to hinge the matter of any request for reconsideration on obtaining a favorable court decision as distinguished from any other settlement based on legal liability and supported by a written opinion of the Highway Department's Chief Counsel.

It was a pleasure to see you at Denver, and will be looking forward to the next conference.

Cordially,

H. E. Cunningham
Western Counsel

cc: Mr. Black
Mr. French
Mr. Polk

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SALEM

5141

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 6, 1961

Mr. Harry Cunningham
Third Floor--New Mint Building
133 Hermann Street
San Francisco 2, California

Re: Claim - Durbin Bros.

Dear Harry:

I received a call last week from Mr. Donald Husband, the attorney who represents Durbin Bros., respecting their claim against this Department in the amount of some $70,000.00 for extra work performed caused by the delay in the completion of road structure. I am sure you are familiar with the situation.

As you recall, when we discussed this matter in Denver, I was informed that you would go into the matter in detail and would advise me definitely whether or not the Bureau of Public Roads would participate in any compromise settlement made in this matter.

I would greatly appreciate it if you would let me know your feeling, since Mr. Husband feels that he must take some definite action in regard to the claim.

I hope you had a pleasant trip back from Denver and I look forward to seeing you at our next conference.

With kindest regards, I remain

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:bp
cc: Forrest Cooper ✓

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W. C Williams

NOTED
State Highway Engineer

October 23, 1961

~~Perry-Oro Dell Section~~
Contract No. 5141
[illegible]
5141

FINAL COST ANALYSIS
Structure, Grading and Paving
Contractor: Durbin Bros.
Resident Engineer: J.C. Hiatt

Old Oregon Trail Highway
Prefix No. 31-1040

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	Lump Sum	All	40,000.00	33,615.69	33,615.69	40,000.00
Drainage Excav., Unclass.	2,345.26	Cu.Yd.	3.00	3.28	7,699.62	7,035.78
General Excav., Unclass.	1,001,601.50	Cu.Yd.	0.46	0.566	567,345.30	460,736.69
Short Overhaul	2,619,248.10	Yd.Sta.	0.01	0.011	28,663.82	26,192.48
Long Overhaul	121,470.60	C-Yd.Sta.	0.35	0.383	46,526.08	42,514.71
Finish R.B. & Slopes	Lump Sum	All	5,000.00	5,471.76	5,471.76	5,000.00
Rounding Cutbanks	4,420	Lin.Ft.	0.20	0.22	967.41	884.00
12" Concrete Pipe	189	Lin.Ft.	2.15	1.93	366.00	406.35
18" Concrete Pipe	1,194	Lin.Ft.	4.20	3.84	4,584.50	5,014.80
24" Concrete Pipe	168	Lin.Ft.	5.60	5.24	880.32	940.80
36" Concrete Pipe	378	Lin.Ft.	10.00	9.43	3,567.73	3,780.00
18" Corr.Mtl.Pipe	348	Lin.Ft.	4.65	4.41	1,537.82	1,618.20
60" Corr.Metl.Pipe	418	Lin.Ft.	31.60	30.96	12,944.14	13,208.80
6" Perf.Mtl.Dr.Pipe, Unctd.	2,478	Lin.Ft.	1.90	1.68	4,160.75	4,708.20
Special Backfill in Drains	248	Cu.Yd.	6.00	5.20	1,291.40	1,488.00
***Metal Guardrail	17,669.76	Lin.Ft.	2.60	2.49	44,080.75	45,941.38
***Metal Median Barrier	12,952.12	Lin.Ft.	3.95	3.80	49,186.96	51,160.87
***Metal Sight Posts	17	Each	2.85	2.52	42.92	48.45
***Type 1 Fence	327.39	Rod	6.50	5.55	1,818.70	2,128.04
*Coarse Cr.Mat'l in Base	67,223	Cu.Yd.	1.70	1.91	128,179.43	114,279.10
*3/4"-0 Mat'l in Base	17,794	Cu.Yd.	1.85	1.91	33,968.46	32,918.90
Sprinkling	3,506.30	M-Gal.	2.00	3.59	12,599.49	7,012.60

FINAL COST ANALYSIS - Contract No. 5141
Perry-Oro Dell Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Preparation of Base	Lump Sum	All	1,000.00	1,379.00	1,379.00	1,000.00
*3/4"-0 Mat'l in Binder Crse.	1,081	Cu. Yd.	3.00	3.27	3,535.06	3,243.00
*MC-2 Asphalt in Binder Crse.	206.49	Ton	49.00	43.18	8,917.71	10,118.01
*Class B Asphaltic Concrete	23,336.42	Ton	5.80	6.57	153,446.05	135,351.24
*Furnish & Place Aggregate	3,147	Cu. Yd.	3.70	3.21	10,091.32	3,147.00
*120-150 Asphalt	207.40	Ton	47.00	41.15	8,534.37	9,747.80
*RS-1 Asphalt	55.94	Ton	55.00	44.65	2,497.65	3,076.70
*Asph. Conc. Traffic Markers	173	Lin. Ft.	1.00	0.88	152.23	173.00
**Removal of Old Bridge	Lump Sum	All	3,160.00	2,828.00	2,828.00	3,160.00
**Structural Excavation	229.42	Cu. Yd.	20.00	20.19	4,634.28	4,588.40
**Class "A" Concrete	508.68	Cu. Yd.	75.00	75.75	38,532.51	38,151.00
**Metal Reinforcement	128,198.00	Lbs.	0.14	0.14	18,127.19	17,947.72
**8" Mtl. Dr. Pipe	38	Lin. Ft.	4.00	4.04	153.52	152.00
***Type 2 Fence PA#1	552.30	Rod	8.00	8.07	4,462.58	4,418.40
**Extra for Relocating Bridge PA#2	Lump Sum	All	800.00	808.00	808.00	800.00
PA#3 Clear & Grub for Scale Site	" "	All	1,000.00	977.34	977.34	1,000.00
PA#4 Class A Concrete	20	Cu. Yd.	26.00	26.26	525.20	520.00
PA#5 4" Orangeburg Pipe	50	Lin. Ft.	2.00	1.67	83.56	100.00
PA#6 1" Galv. Water Pipe	105	Lin. Ft.	0.50	0.48	50.56	52.50
PA#7 Install 3/4" Galv. Wtr. Pipe	228	Lin. Ft.	0.255	0.247	56.41	58.14
***PA#8 Paint Reflect. Sight Post 1 side	17	Each	1.35	1.36	23.17	22.95
**PA#9 Shoring, Cribbing & Pumping	Lump Sum	All	500.00	505.00	505.00	500.00
**PA#10 Additional Drilling	Lump Sum	All	33.15	33.48	33.48	33.15

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**PA#11 Cement Adj. Fav. Contr.	58.75	Bbl	6.00	6.00	352.50	352.50
**PA#12 Cut deck Steel for Br. Const.	Lump	All	50.00	50.50	50.50	50.00
PA#13 Remove Unstable Rock	12, 353.80	Cu. Yd.	1.00	1.21	14, 957.54	12, 353.80
PA#15 Const. 2 non-reinf. conc. slabs	Lump	All	1, 350.00	1, 363.50	1, 363.50	1, 350.00
***PA#16 Furnish & Install base plates for median barrier	Lump	All	175.00	176.75	176.75	175.00
***PA#17 Type W1 Guide Posts	92	Each	5.70	5.75	529.64	524.40
***PA#17 Type Y2 Guide Posts	43	Each	6.60	6.66	286.63	283.80
***PA#17 Type Y3 Guide Posts	2	Each	7.50	7.57	15.15	15.00
***PA#18 Furnish & Install Steel Cattle Guard	3	Each	100.00	101.00	303.00	300.00
***PA#19 Purchase Excess Guardrail Materials	Lump	All	689.25	696.14	696.14	689.25
Force Account (State participation in Flagging)					9, 826.14	4, 311.88
					1,278,414.25	1,133,281.69

	Gross Revenue	Total Cost	Net Loss	% Loss
Durbin Bros.	700, 121.95	821, 491.99	121, 370.04	17.33
*J. C. Compton Co.	433, 159/74	456, 922.26	23, 762.52	5.48
	$1, 133, 281.69	$1, 278, 414.25	$145, 132.56	12.8

Work Done by Others:

** Marshall Construction Co. (All or in part)
***Clarambeau Construction Co. (All or in part)

DETAIL OF COSTS - Contract No. 5141

Durbin Bros.

Labor:				
Labor and Supervision			$ 197,740.05	
Labor Insurance			17,796.60	
Health and Welfare			5,928.50	
Pension			5,928.50	$ 227,393.65
Equipment Rental and Miscellaneous Supplies:				
Equipment Rental, Owned			338,241.82	
Equipment Rental, Hired without Operator			16,987.01	
Gas, Oil and Grease			41,055.56	
Bond			2,592.23	
Bond, Railroad			6,800.00	
Drill Steel and Bits			6,086.29	
Explosives			23,813.88	
Home Office and General Overhead			55,814.76	
Move In (First Time)			7,937.00	
Small Tools and Miscellaneous Supplies			6,201.63	505,530.18
Materials:				
12" Concrete Pipe	189 Lin. Ft.	@ $1.15	217.35	
18" Concrete Pipe	1,194 Lin. Ft.	@ $2.45	2,925.30	
24" Concrete Pipe	168 Lin. Ft.	@ $3.70	621.60	
36" Concrete Pipe	378 Lin. Ft.	@ $6.90	2,608.20	
18" Corr. Mtl. Pipe & Bands	348 Lin. Ft.	@ $3.31	1,154.34	
60" Corr. Mtl. Pipe & Bands	416 Lin. Ft.	@ $26.03	10,830.82	
6" Perf. Mtl. Dr. Pipe, Unctd.	2,478 Lin. Ft.	@ $0.90	2,230.20	
Sp. Backfill in Drains	248 Cu. Yd.	@ $2.50	620.00	
4" Orangeburg Pipe	50 Lin. Ft.	@ $0.60	30.00	
1" Galv. Water Pipe	105 Lin. Ft.	@ $0.38	39.90	
3/4" Galv. Water Pipe	228 Lin. Ft.	@ $0.20	45.68	21,323.39
Work done by Others:				
Marshall Construction Company			67,244.77	67,244.77
			TOTAL COST	$ 821,491.99

DETAIL OF COST - Contract No. 5141

J.C. Compton Co.

Labor:						
Labor and Supervision					$ 113,934.91	
Labor Insurance, Health, Welfare and Pension					15,704.57	$ 129,639.48
Equipment Rental and Miscellaneous Supplies:						
Equipment Rental, Owned					97,747.82	
Equipment Rental, Hired without operator					13,242.39	
Equipment Rental, Hired fully operated					9,185.52	
Gas, Oil and Grease					26,381.25	
Bond					1,344.72	
Explosives					1,691.72	
Freight and Postage					582.75	
Home Office and General Overhead					3,037.15	
Move In and Set Up - - - - -					See Breakdown Sheets	
PUC					1,063.23	
Small Tools and Miscellaneous Supplies					650.00	154,926.55
Materials:						
MC-2 Asphalt (Incl. Freight)	206.49	Ton	@	$37.15	7,671.10	
120-150 Asphalt (Incl. Freight)	207.4	Ton	@	$35.17	7,294.26	
RS-1 Asphalt (Incl. Freight)	55.94	Ton	@	$38.57	2,157.61	
85-100 Asphalt (Incl. Freight	1,356.4	Ton	@	$34.70	47,067.08	
Miscellaneous Aggregate Purchase					4,146.50	68,336.55
Work Done by Others:						
Clarambeau Construction Co.					100,616.23	
Russell Olson Construction Co. Inc.					3,403.45	104,019.68
				TOTAL COST		$ 456,922.26

CRUSHING BREAKDOWN - Contract No. 5141
J. C. Compton Co.

	Quantity	Unit	Total Cost	Unit Cost
Move In and Set Up	103, 282	Cu. Yd.	5, 054. 42	. 049
Drill and Shoot	103, 282	Cu. Yd.	13, 382. 48	. 129
Feed Crusher	103, 282	Cu. Yd.	13, 998. 45	. 135
Crushing	103, 282	Cu. Yd.	63, 503. 88	. 614
Total Crushing Cost	103, 282	Cu. Yd.	95, 939. 23	. 928
Load & Haul to Stockpile	103, 282	Cu. Yd.	12, 642. 05	. 122
Load & Haul Base	84, 694	Cu. Yd.	47, 547. 20	. 561
Place & Process Base	84, 694	Cu. Yd.	24, 642. 05	. 291
Load & Haul Oil Aggregates	4, 063	Cu. Yd.	4, 153. 17	1. 022
Place Oil Aggregates	4, 063	Cu. Yd.	4, 862. 11	1. 196

The crushing plant operated 893 hours for an average of 115 cubic yards per operating hour.

ASPHALTIC CONCRETE BREAKDOWN - Contract No. 5141

J. C. Compton Company

	Quantity	Unit	Total Cost	Unit Cost
Move In and Set Up	23,194.89	Ton	7,370.37	.317
Feed Asphalt Plant	23,194.89	Ton	4,593.00	.198
Asphalt Mixture Production	23,194.89	Ton	27,497.95	1.18
Haul Hot Mix	23,194.89	Ton	23,773.92	1.024
Place Hot Mix	23,194.89	Ton	17,323.23	.746
Total Cost of Production	23,194.89	Ton	80,558.47	3.47
Handling, Heating and Storage of 85-100 Asphalt	1,356.40	Ton	3,128.26	2.306

The asphalt plant operated 195 hours for an average of 118.9 tons per operating hour.

Remarks - Contract No. 5141

This was a "Federal Aid Interstate Project" consisting of the construction of 2.5 miles of highway roadbed, involving 1,001,601 cubic yards of roadbed excavation; the construction of one reinforced concrete structure; the construction of 2.50 miles of stone base and shoulders, involving 85,017 cubic yards of crushed materials; the construction of 2.50 miles of asphaltic concrete pavement, involving 23,336.42 tons of asphaltic concrete; and the construction of Type 0-11 modified oil mat wearing surface on highway shoulders and Type 0-11 oil mat wearing surface on frontage roads and detours on the Perry-Oro Dell Section of the Old Oregon Trail Highway in Union County.

This project was bid January 16, 1958, awarded March 13, 1958 and completed December 14, 1960.

The contractor began work on this project February 3, 1958, using two D8 tractor dozers on clearing for channel change at Oro Dell. A crew of six laborers were sawing, stacking and burning.

As of the date of the award, the contractor had one D9 caterpillar dozer, three D8 dozers, two Internation Payhaulers, two Joy airtracs, one Joy 600 air compressor, four DW20 caterpillar scrapers, one #12 caterpillar grader and two fuel, grease and oil truck units on the job.

Marshall Construction Company began work on the structure at Perry during the week of March 21st. His equipment consisted of one tractor backhoe, one dragline, and such other tools required.

At the onset of the project, the prime contractor's work consisted mostly of drilling and shooting for channel changes and frontage road. Weather conditions prevented the full use of the earth moving equipment.

Clarambeau Construction Company, fencing contractor for J.C. Compton Company, began placing fences during the week of March 28th. His crew consisted of two to six men and one pickup.

All work on this project was shut down on Tuesday, May 6th, due to a labor strike which lasted until Monday, May 19th.

The prime contractor's equipment was increased with the addition of one D9 dozer, one 2-1/2-cubic yard Northwest shovel, and one Hyster gridroller. The shovel and two Payhaulers were put to work on the channel change at Sta. 846 and placine material on embankment on frontage road and "L" line at Sta. 879 to 888.

J/C. Compton Company moved a 3/4-cubic yard shovel, one D8 dozer and compressor into the quarry area and began stripping and preparing for drilling on

Thursday, June 5, 1958. Assembly of the crushing plant began during the week of June 20th, production of crushed material began July 8th, and material was stockpiled at the quarry site. The crusher was fed with a D8 dozer and the material hauled to the stockpile site with a Euclid End Dump truck.

All work was again shut down by the Operating Engineers strike on July 13th. The bridge crew worked until Thurday of this week and then shut down. The strike continued until August 13th when work was resumed.

J.C. Compton began placing base rock on the Oro Dell detour on September 15th. This was completed the following week and he then began the base on the frontage road between Lower Perry and Sta. 832. This phase was completed on September 26th. The binder and 0-11 was placed in these two areas during the week ending October 10th. The structure and traffic route over the Perry frontage road was completed on Tuesday, October 12, 1958.

Durbin Bros. supplemented the earth moving equipment with the addition of one S18 Euclid scraper, rented from McNut & Sons, on August 17th. Later, the second S18 scraper and two TS23 Euclid scrapers were added. As of the week ending October 15th, Durbin's equipment spread consisted of four DW20's, two TS23's, two S18 scrapers, one 1000 case Terratruc front end loader, two Payhaulers, one 2-1/2-cubic yard shovel, one grid roller, two #12 blades, two D9 dozers, three D8 dozers, two airtracs and compressor, and other maintenance equipment. Part of this equipment was worked on a two-shift day basis.

Rains began hampering work during the month of December and use of equipment varied greatly during this period. The two TS23 scrapers were removed from the project December 12th. Durbin shut down the grading for the holidays the latter part of December. Work was resumed the Tuesday after New Years but again was hampered due to intermittent snow and rain which occurred during the following three months.

J.C. Compton completed crushing operations January 30, 1959 and spent the following two weeks removing the crushing equipment. He began moving in trucks, rollers, etc., for placing crushed base on Thursday, April 30, 1959 and began the hauling and processing of 1-1/2"-0 crushed material the following week. The hauling equipment was hired from Reid Bros. Trucking of Pendleton.

The latter part of May, 1959, grading operations were curtailed because of uncompleted structures and then brought to a complete halt by pickets of the striking Pile Drivers Union. Although the strike was of short duration, Durbin was forced to use only one dozer and one scraper unit.

Compton placed all the crushed material possible and then shot the binder and placed all the 0-11 that could be done. He moved out all hauling and oiling equipment with the exception of one or two pieces.

Remarks Cont'd - Contract No. 5141

The guardrail contractor resumed his operations on September 4, 1959. Equipment used on placing posts were: a Ford, 4-wheel tractor with mounted scoop and fork lift, one Stompall post driver, one pickup and a crew of four men. This work continued until October 16th then had to stop until the balance of the grading and other work was done.

Durbin Bros., resumed work on this project on February2, 1960. Two D8 dozers were used to remove material out of the westbound cut between Stas. 960 and 964. This material was used as fill under bridge ends at Stas. 958 to 960. A wagon drill and compressor worked in the cut at Sta.948. The following week, a D8 tractor and #80 scraper were placed in operation.

During the week ending February 19th and the following twelve weeks, a 80-D shovel and two Payhaulers worked in the cut at Stas. 938 to 966.

J.C. Compton resumed the hauling and placing of crushed base April 27, 1960. Hauling was done by hired trucks, processed and compacted with one #12 blade, two 3-wheel steel rollers and one 9-wheel rubber-tired roller. This contractor also used Durbin's Dw20 scrapers, one #12 blade, and one roller.

Clarambeau resumed work on guardrail and median barrier May 13th.

Compton's oiling crew moved in the following week and began placing the binder on the eastbound lanes between the Lower Perry Interchange and the Grande Ronde Bridge at Sta. 942. Traffic was routed over lanes of the new highway on June 5th. Surfacing operations were suspended June 24th until the paving crew moved in.

Compton began moving in the paving plant and allied equipment on July 14, 1960. The paving plant was erected at the quarry site the following week. Paving operations began on Monday, July 25, 1960. A 6000 lb Madsen batching plant was used to mix the asphaltic concrete and it was laid with a Cedar Rapids finishing machine.

All the asphaltic concrete, with exceptionof a short gap at the east end of the westbound bridge at Sta. 959 and 961, was completed August 26th. This gap was later completed by Russell Olson Construction Company at a later date.

Work on the guardrail and median barrier continued until September 30th, at which time there was approximately 525 feet of rail yet to be installed.

The prime contractor began cleanup operations on November 16th, and completed the project on December 14, 1960.

Remarks Cont'd - Contract No. 5141

Both Durbin and Compton suffered an appreciable loss. The prime contractor's loss was greatest in the general excavation phase. This was due to several reasons. More rock was encountered than expected resulting in more shooting than anticipated. Secondly, this project extended into an extra year because of strikes and structure interference resulting in tie up of equipment, extra move in and move outs. The bid was too low on excavation items.

Compton's reason of loss: extended time delays, loss of crushed material because of having to stockpile crushed materials, miscalculation of crushed material production, and having to hire extra equipment to complete the project.

M. N. Juve
Chief Cost Analyst

By

G. K. Hanson

RECEIVED

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

5141

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 10, 1961

Mr. David Black
General Counsel
Bureau of Public Roads
1717 H. Street, N.W.
Washington 25, D. C.

Re: Claim of Durbin Brothers
Contract No. 5141
Perry-Oro Dell Section
Old Oregon Trail

Dear Dave:

I hesitate to write you concerning a problem we are having with the division office, but because of the peculiar facts surrounding this matter, together with the possibility that if we follow the division's recommendation it will involve us in a $71,000 lawsuit, I thought perhaps if I could give you a run-down on the problem you might suggest action leading to a solution. The facts are these: 1

Durbin Brothers, were awarded a contract to do certain grading work, etc., on the Perry-Oro Dell Section of the Old Oregon Trail Highway which is part of the National System of Interstate and Defense Highways (80 N.) in Union County. This contract was awarded on March 13, 1958, and provided for 250 work days. Under normal circumstances, their work should have been completed in June or July of 1959. At the time the contract was awarded the provisions were made therein which brought to the attention of all parties that seven structures would have to be constructed by other contractors within the overall length of the project. Because of this, our special provisions under the title "Necessary Provisions," on Page 29, informed the contractor that there would be several structures involved and that "it is expected, but not guaranteed, that the end of the structures will be completed by December 31, 1958." 2

On June 19, 1958, Contract No. 5228 was awarded for the construction of four of these structures. This contract had a working completion date of 240 work days, but due to circumstances beyond the control of the contractor, the first of these structures was not available for the grading and paving contractor (Durbin 3

Brothers) until about November, 1959, which was 11 months after the anticipated completion date of 1958. The delay in this instance was caused primarily by two labor strikes - one involving equipment operators and one involving pile drivers. The resultant work stoppage during parts of June, July and August, a prime construction season, created a lay off of 60 days.

On April 1, 1959, Contract No. 5424 was awarded for the construction of the remaining 3 structures on the above-titled section. This contract called for a completion date of 320 work days and did not include any statement to the effect that the ends of the structures were to be completed by any certain time so that the grading and paving contractor could complete his job. Of these 3 structures, the last one was made available to the paving and grading contractor (Durbin Brothers) in October, 1960.

As a result, Durbin Brothers and their subcontractors were forced to shut down their operation on May 27, 1959, since they could not complete the project until the structures were ready for the fills to be placed against them. Durbin Brothers remained shut down until April, 1960, when some of the structures were by then completed. Durbin Brothers then continued with the contract sporadically until they placed the final fill in December, 1960.

This, of course, meant that Durbin Brothers had to shuffle men and equipment on and off the job between April and December, 1960, as the work areas became available upon completion of the structures. It is additional compensation for this added work and expense for which Durbin Brothers seek compensation in the sum of approximately $70,000.

Based upon the above facts, it is our feeling that, while we did not guarantee the structures to be completed by December 31, 1958, it is obvious from the number of work days and the contemplated completion date of Durbin Brothers' contract that we, as well as the contractor, anticipated the structures would be ready within a reasonable time after December 31, 1958. This reasonable time could, of course, be anywhere from 4 to 6 months, and it appears to me that a wait of 11 months on the first bridge, up to and including a wait of 22 months on the final bridge, is an unreasonable delay.

Now while it is true that the Standard Specifications, Art. 1.5.4 provides that where one contractor's operations lie within the limits or adjacent to another's operation, each shall be responsible to the other for damage, injury, loss or expense which the other contractor may suffer on account of interference in the contractor's operation or failure to finish the work scheduled to avoid the contractor's unnecessary delay, it would appear from facts in this case, such provision would have no application.

10 While a further investigation may be made as to why Contract No. 5228 which was awarded in June, 1958, was not completed sooner, it is our feeling that this certainly could not apply to Contract No. 5424 which was not awarded until after the anticipated completion date for the structures and which contract in addition, allowed the contractor 320 work days to complete the structures.

9 As I stated, the contractors have made a claim for a sum in excess of $71,000 and I feel that we may settle this matter by negotiation for a sum less than one-half of that amount.

We have appealed to the Division Engineer for the Bureau, who in turn informs us that he has referred the matter to the Regional Engineer. These engineers have suddenly become lawyers and give a very strict and unrealistic construction to the above-mentioned language as well as the intent of the contract. They have refused to participate in any settlement, no matter how favorable it may be, unless we first require the contractor to file a suit against the state.

I have already written one opinion to our Deputy Highway Engineer which was forwarded to your people, stating that I feel we should arrive at some reasonable settlement in this matter. The only answer that I can get from the region is that if the contractor does sue us and secures a favorable court decision, it would not be "inappropriate" for us to request a reconsideration of the claim.

I think this an unrealistic approach because the amount of the law action will be for the $71,000 figure and the best witnesses the contractor will have will be our own engineers. We had a lengthy conference with the people involved and have run up against a stone wall, and I thought perhaps I should inform you of the matter and let you take whatever action you think is mete and proper.

I am enclosing herewith a copy of my letter to Tom Edwards, our Construction Engineer, relative to this matter, also, Mr. W. C. Williams State Highway Engineer's letter to C. G. Polk and the Bureau's answer.

I am sorry to have bothered you with this, but one thing I cannot reconcile, and that is, if it's not inappropriate for them to reconsider this claim if we have a judgment against us, I cannot see why it is inappropriate to consider it now when the matter may be settled for one-half of the amount. It is my honest and candid opinion that we could never successfully defend an action against us and it just seems such a waste of time, money, effort and personnel to force us to go to court in order to secure Federal participation.

Hoping to hear from you as soon as you can get to this, and with warmest personal regards, I remain

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:ep
cc: W. C. Williams
F. E. Cooper T. Edwards

RECEIVED
JUL 31 1961
~~FOR FILING~~
5141

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1961

To: Mr. G. S. Paxson
OFFICE

SUBJECT: Perry Undercrossing Easement
and Highway Abandonment:
Perry-Oro Dell Section
Old Oregon Trail Hwy. No. 6
Union County

Pursuant to your letter of July 18, I have discussed the matter of vacating the railroad easement for the old Perry Undercrossing with Mr. Lindas, and it is his opinion that the simplest way to cancel the old easement is to vacate the crossing by quitclaiming to the Union Pacific Railroad Company all of the State's right, title, and interest in said crossing.

It is also Mr. Lindas' opinion that the Highway Commission should adopt a resolution eliminating the old highway along the north bank of the Grande Ronde River from the highway system but retaining the former right-of-way in the name of the State in order to prevent public use of the old road and at the same time provide access to the State-owned quarry north of the old highway.

Attached is a suggested letter to the Legal Division requesting preparation of the necessary legal instruments to accomplish these two things.

Robert H. Prange
Robert H. Prange
County & City Relations Field Engineer

RHP:mm
Att.

RECEIVED
AUG 1 1961
FOR FILING

Salem, Oregon
July 26, 1961

Perry Undercrossing Easement
and Highway Abandonment:
Perry-Oro Dell Section
Old Oregon Trail Hwy. No. 6
Union County

Mr. L. T. Lindas
Chief Counsel

Attached is a copy of Drawing No. 7C-1-10 showing an easement from the O.W.R.R. & N. Company (Union Pacific) for construction of the Perry Undercrossing. The State has relocated and constructed the Perry-Oro Dell Section of the Old Oregon Trail and has physically closed the old undercrossing by our new construction. Will you please prepare a quitclaim deed relinquishing to the railroad company all of the State's right, title, and interest in the easement for the old undercrossing. Also, some assurance should be given to the railroad company that Union County has no interest in the crossing since all previous agreements and easements have been between the railroad company and the State only.

There is also attached a rough draft of an abandonment resolution eliminating from the state highway system a short section of old highway along the north bank of the Grande Ronde River but retaining the former right-of-way in the name of the State in order to prevent public use of the old road and at the same time provide access to a State-owned quarry site north of the old highway.

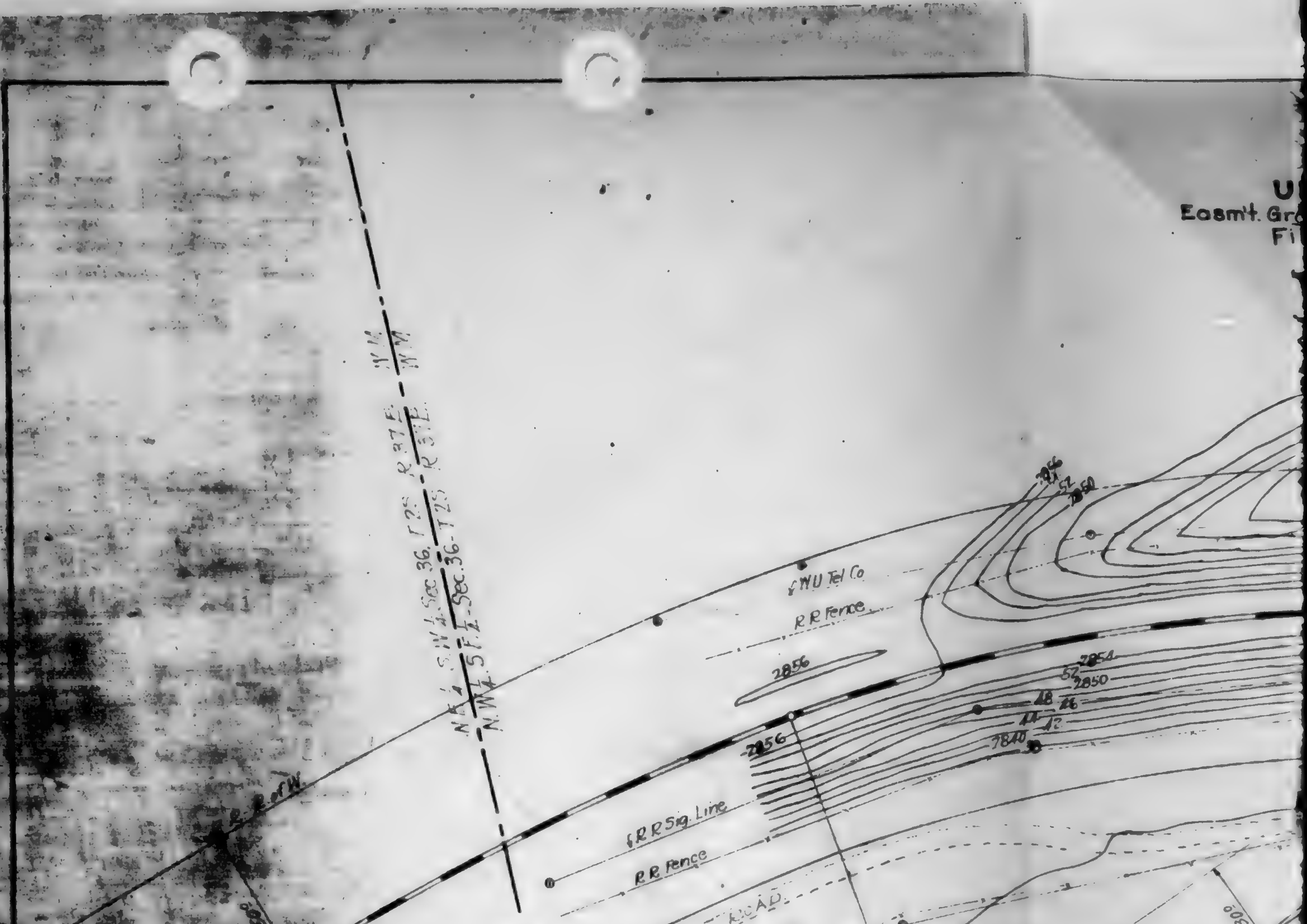
Please prepare twelve copies of your final draft of the abandonment resolution for distribution in addition to any required by your office.

G. S. Paxson
Assistant State Highway Engineer

RHP:mm

Att.

cc: H. S. Cox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Fi
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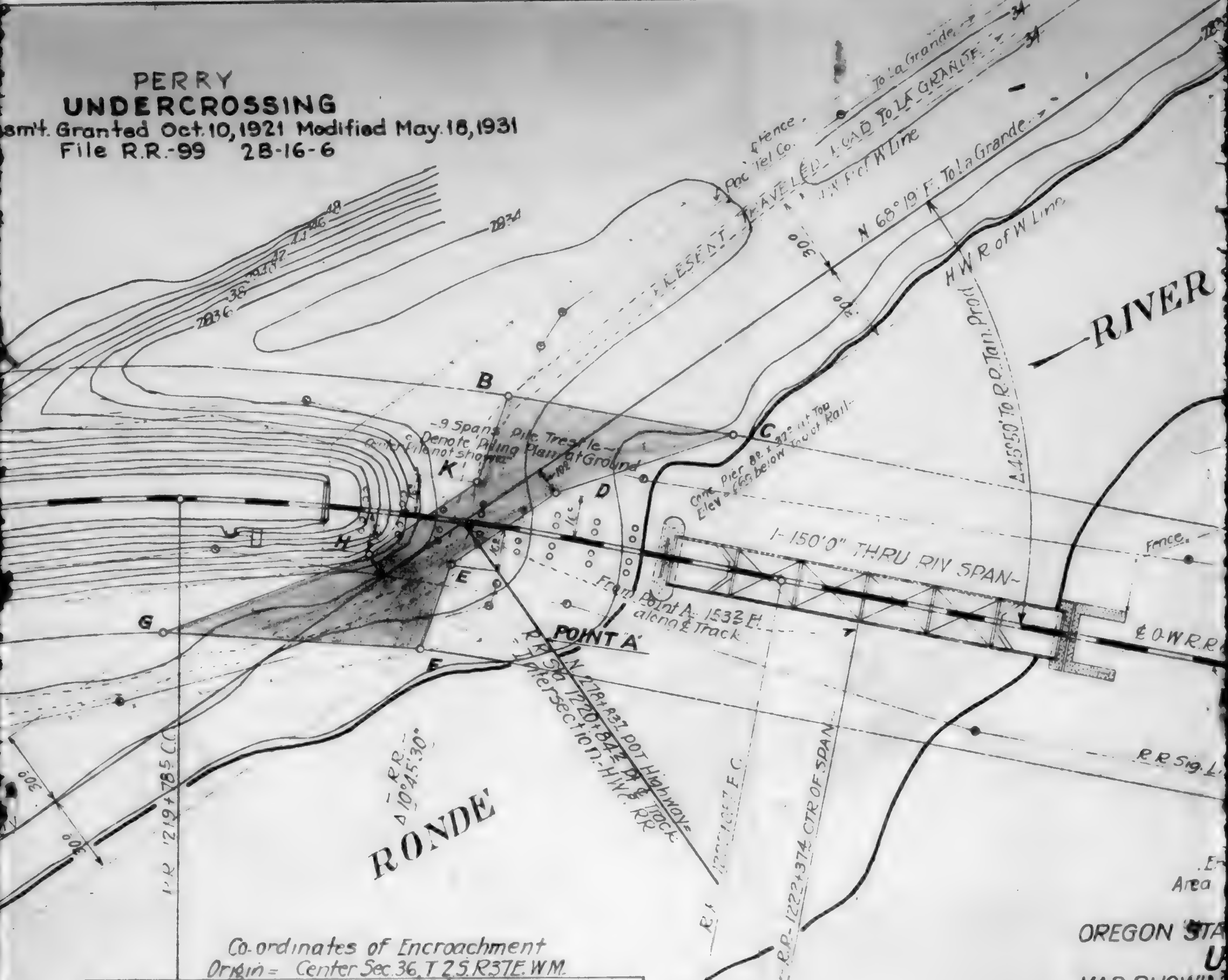
N.W.¼ S.E.¼ Sec. 36. T.2S. R.37E. W.M.
¢ W.U. Tel. Co.
R.R. Fence
2856
2854
52
2850
48
46
44
42
2840
2856
R. R. of W.
¢ R.R. Sig. Line
R.R. Fence
¢ O.W.R.R. & N.
N. 72°09' E.
Perry 1½ Miles
R.R. R. of Way
PRESENT TRAVELED ROAD
To PERRY
Fence
¢ Pac. Tel. Co.
2836
R.R. 1217+63.6 C.C.
H.W. R. of W. Line
R.R. 9°30' C.R. Δ 42°00'
30'
¢ of Proposed Highway
2834
2832
H.W. R. of W. Line
R.R. 1215+36.4 B.C.
R.R. Δ 10°45'30"
¼-¼ Sec. Line
GRANDE

PERRY
UNDERCROSSING
sm't. Granted Oct. 10, 1921 Modified May 18, 1931
File R.R.-99 2B-16-6


To La Grande
34
PRESENT TRAVELED ROAD TO LA GRANDE
R/W Line
To La Grande
Fence
Pac Tel Co.
N 68° 19' E. To La Grande
30.0
30.0
H.W. R of W Line
RIVER
2834
2836
38
48
B
C
K
D
E
H
G
F
9 Spans Pile Trestle
Denote Piling Plan at Ground
Center Pile not shown
Conc. Pier 88 x 32 ft Top
Elev. 66 below Top of Rail
1-150'0" THRU RIV SPAN
From Point A 153.2 Ft along ℄ Track
POINT "A"
R.R. Sta N 1219+83.1 P.O.T. Highway
R.R. Sta 1220+84.2 P.I. ℄ Track
Intersection H.W. & R.R.
R.R. Δ 10°45'30"
R.R. 1219+78.5 C.C.
R.R. 1221+... E.C.
R.R. 1222+37.4 CTR OF SPAN
Δ 4550' to R.P. Tan. Prod.
℄ O-W.R.R.
Fence
R.R. Sig. L
RONDE
30.0
30.0

Co-ordinates of Encroachment
Origin = Center Sec. 36, T 2 S. R 37 E. W.M.

POINT	DISTANCE	BEARING	COORDINATES South	COORDINATES East
Cent. Sec. 36	Origin	of Co-ordinates	0.0	0.0
A			469.6	417.8
	50.4	N 31° 53' E		
B			426.7	444.4
	85.2	S 66° 29' E		
C			460.7	522.5
	69.9	S 85° 25' W		
D			466.3	452.9
	47.0	S 68° 19' W		
E			483.7	409.3
	34.3	S 31° 53' W		
F			512.8	391.2
	96.7	N 72° 59' W		
G			484.6	298.2
	83.0	N 82° 28' E		
H			473.7	381.5
	48.7	N 68° 19' E		
K			455.9	426.9
	34.3	N 31° 53' E		
B			426.7	444.4

Encroachment No. 5

Area BCDEFGHKB = 4987.465 Sq Ft

Area

OREGON STA

U

MAP SHOWIN

OLD OREGO

HILGAR

O-W.R.R.&N.

NE

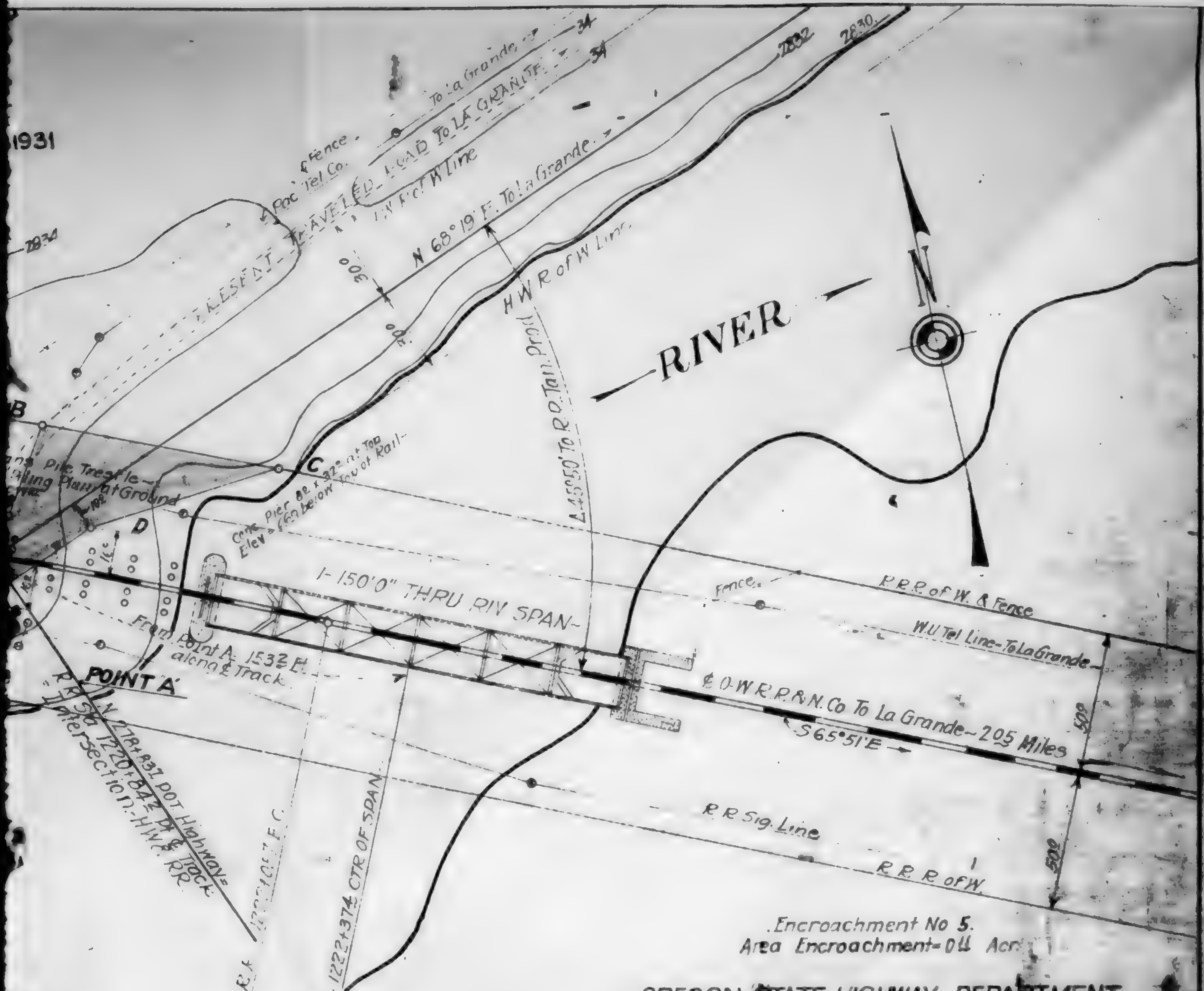
N.W.¼ S.E.¼

Scale 1 in. =

True Bearin

La Grand

This Map superce



Encroachment No 5.
Area Encroachment - 0.11 Acr.

iment
'37E. W.M.

COORDINATES—	
outh	East
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426^{7}	444^{4}
460^{7}	522^{5}
466^{3}	452^{9}
183^{7}	409^{3}
512^{8}	391^{2}
484^{6}	298^{8}
173^{7}	381^{5}
455^{8}	476^{2}
476^{7}	444^{5}
Ft.	

OREGON STATE HIGHWAY DEPARTMENT.

UNION COUNTY

MAP SHOWING PROPOSED CROSSING OF

OLD OREGON TRAIL HIGHWAY

HILGARD - LAGRANDE SECTION

UNDER

O-W.R.R.&.N.CO. MAIN LINE TRACK

NEAR LA GRANDE

IN

N.W.¼ S.E.¼ Sec. 36. T.2S. R.37E. W.M.

Scale 1in. = 50 Ft. Contour Interval - 2 Ft.
True Bearings - U.S.C.&G.S. Datum.
La Grande Oregon. Apr. 20. 1920.
This Map supercedes H.W. Map Dated July 7, 1919.

Drg. No. 7C-140

RESOLUTION DRAFT, 7/26/61

WHEREAS, under the provisions of ORS 366.300, whenever the Highway Commission relocates or realigns a state highway or any section thereof, and by reason of said relocation or realignment, there is eliminated from the original highway a section thereof, and if said eliminated section, in the judgment of the Highway Commission, is needed or valuable for public use, then the Commission shall by appropriate resolution entered in its minutes declare the purpose of the Commission to preserve same for public use; and

WHEREAS, State has relocated and constructed the Perry-Oro Dell Section of the Old Oregon Trail, State Primary Highway No. 6, in Union County; and

WHEREAS, due to the relocation of the aforesaid section, a portion of the original highway is no longer needed for highway purposes; however, the right-of-way of said portion of original highway shall be preserved by State for public purposes as shown colored in orange on the map attached hereto marked Exhibit "A" and by this reference made a part hereof.

NOW, THEREFORE, BE IT AND IT HEREBY IS UNANIMOUSLY RESOLVED by this Commission as follows:

1. That, by reason of the relocation of the Perry-Oro Dell Section of the Old Oregon Trail, State Primary Highway No. 6, in Union County, a portion of the original Old Oregon Trail is no longer needed by the State of Oregon for highway purposes but shall be preserved by State for public purposes, which said portion is shown colored in orange on the attached Exhibit "A" and described as

follows:

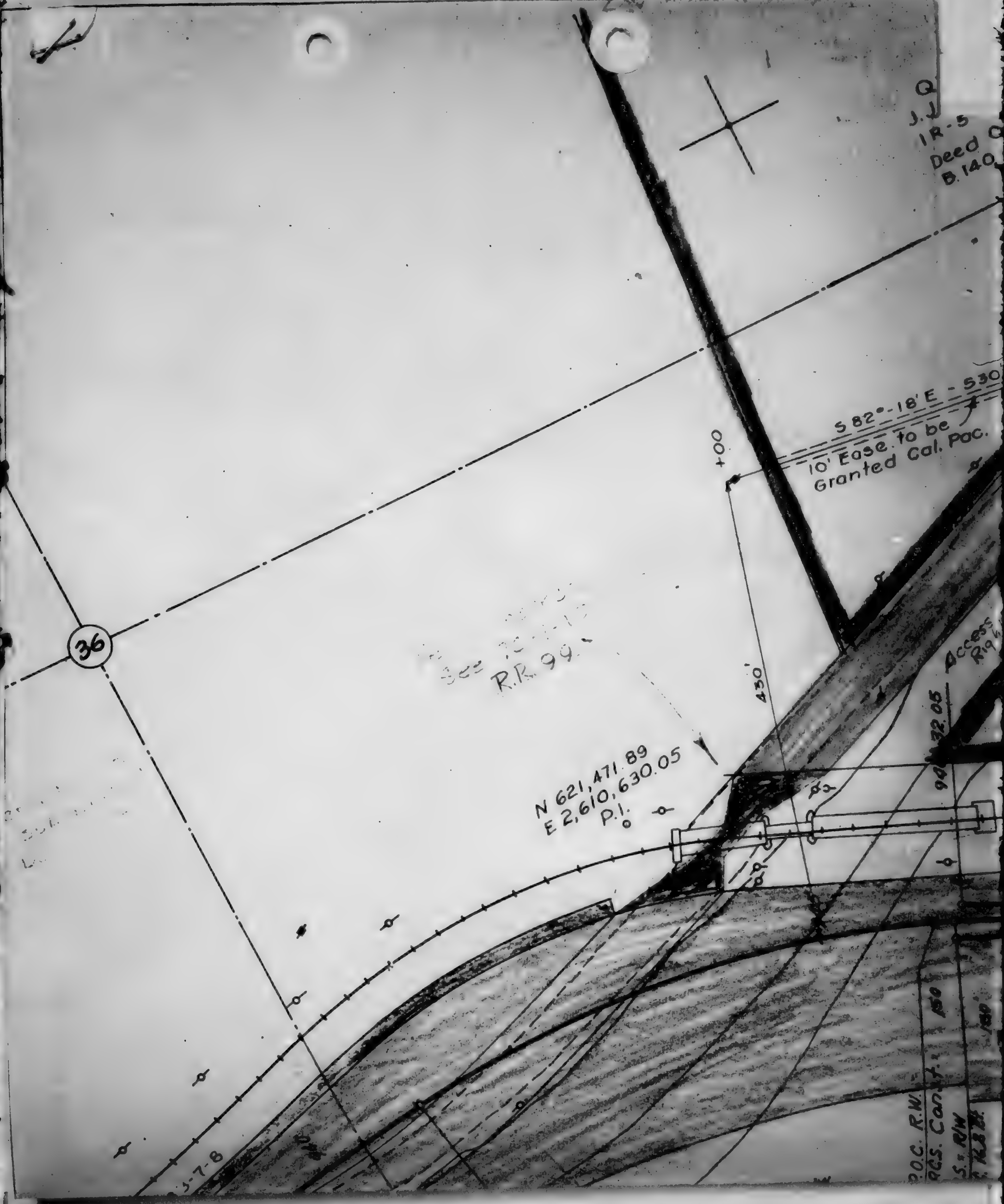
All the right-of-way of the Old Oregon Trail as originally routed lying outside the northerly right-of-way boundary line of the Old Oregon Trail as now relocated from the northerly right-of-way boundary line of the Oregon-Washington Railroad and Navigation Company to relocated Highway Engineer's Centerline Survey Station 959+60 lying in Section 36, Township 2 South, Range 37 East, W.M.

2. That the said portion of original Old Oregon Trail as heretofore described and as shown colored in orange on the attached Exhibit "A" is hereby duly eliminated as part of said Old Oregon Trail, and that the right-of-way of said eliminated portion is hereby declared to be preserved for public purposes.

3. That the right-of-way of the existing and the relocated Perry-Oro Dell Section of the Old Oregon Trail as shown colored in green and that real property acquired by State for highway and other public purposes, as shown colored in purple on the attached Exhibit "A," are needed for right-of-way and other public purposes. Therefore, the Commission does hereby declare and order that possession of and title to all of the land or area shown colored in green and purple on said Exhibit "A" shall be retained and held by State.

4. That this resolution be entered in full in the minutes and records of this Highway Commission as Abandonment and Retention Resolution No. _____ this _____ day of ____________, 1961, and the Secretary is ordered to mail a certified copy hereof to the Union County Court.

RHP:mm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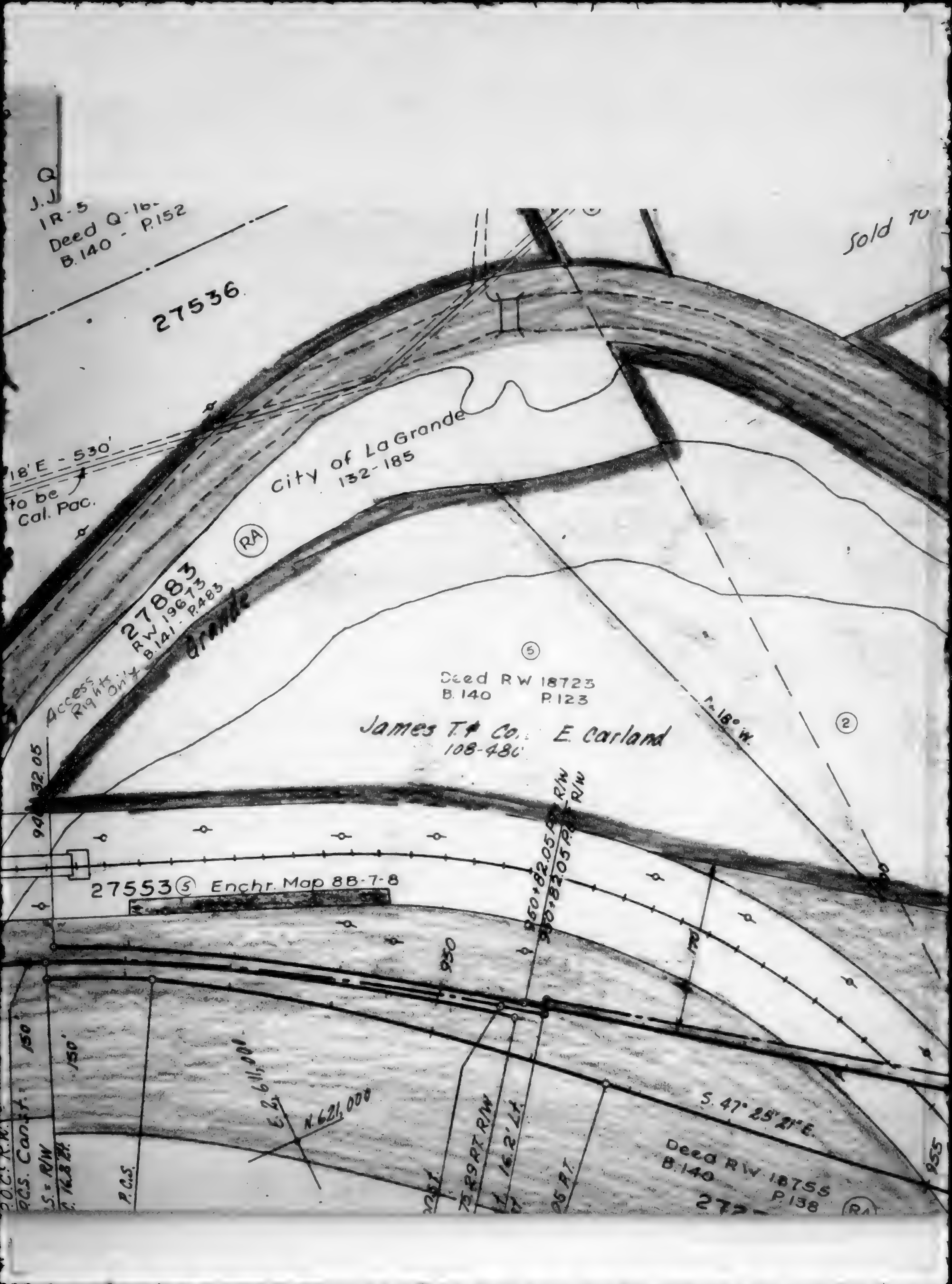
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James T. & Co. E. Carland
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18° W.
2
940+32.05
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950+82.05 R/W
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B.140 P.138
RA
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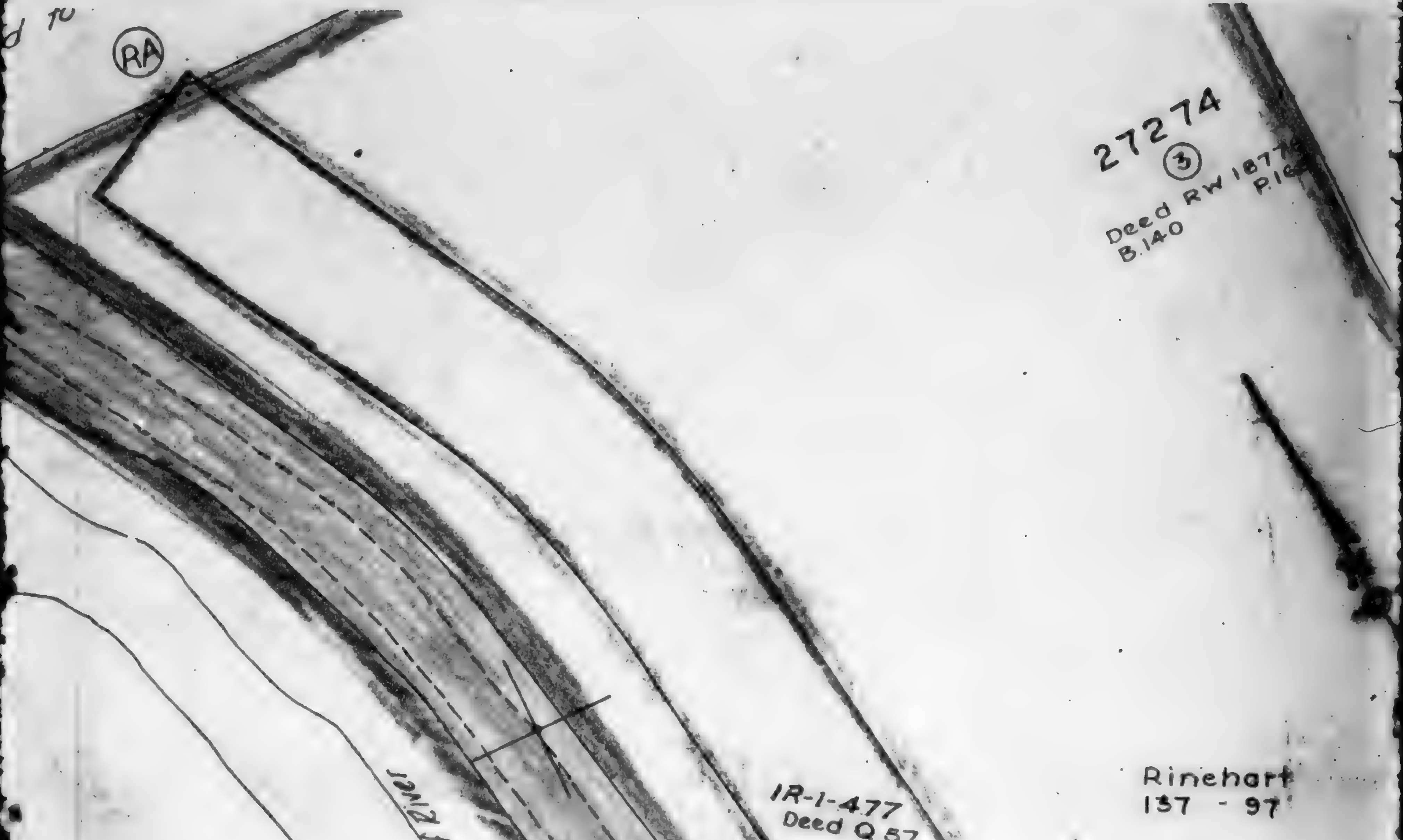
d to
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③
Deed RW 1877
B.140 P.16
Rinehart
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IR-1-477
Deed Q 57
Pilot River
959+00
960+47.43 P.S. Const
960+28 R/W
256' Spiral
S: 6° 15'
a: 2.0
962+57 P.S.C. Const.
962+75.74 C. R/W
956+53.98 Rt. R/W
956+53.98 Rt. R/W
S. 54° 38' 32" E.
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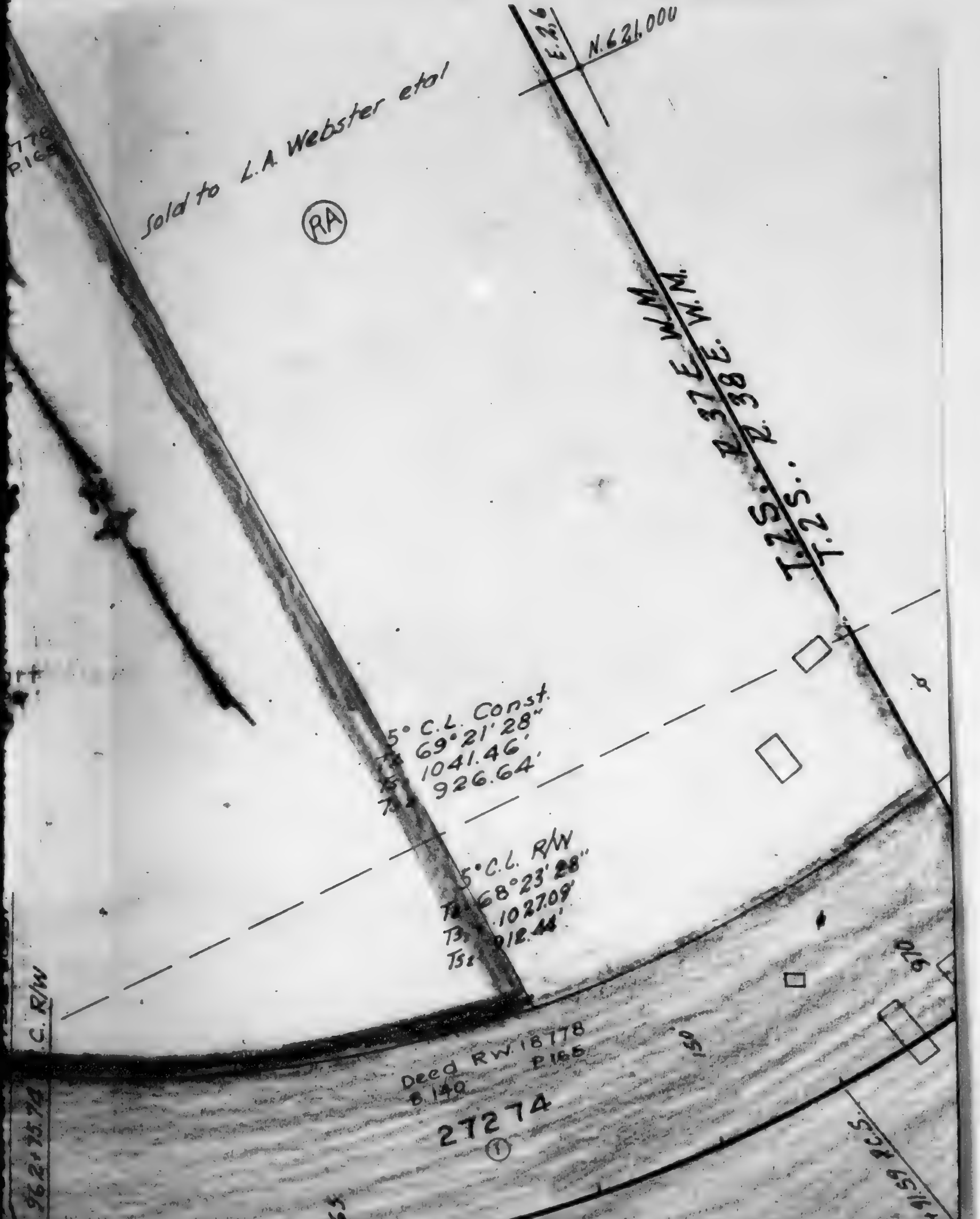
955
150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T.2S. R.38E.W.M.
5° C.L. Const.
Δ 69°21'28"
T 1041.46'
Ts 926.64'
5° C.L. R/W
Δ 68°23'28"
T 1027.09'
Ts 912.44'
C. R/W
962+75.74
Deed R.W. 18778
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101+91.59 P.C.S.

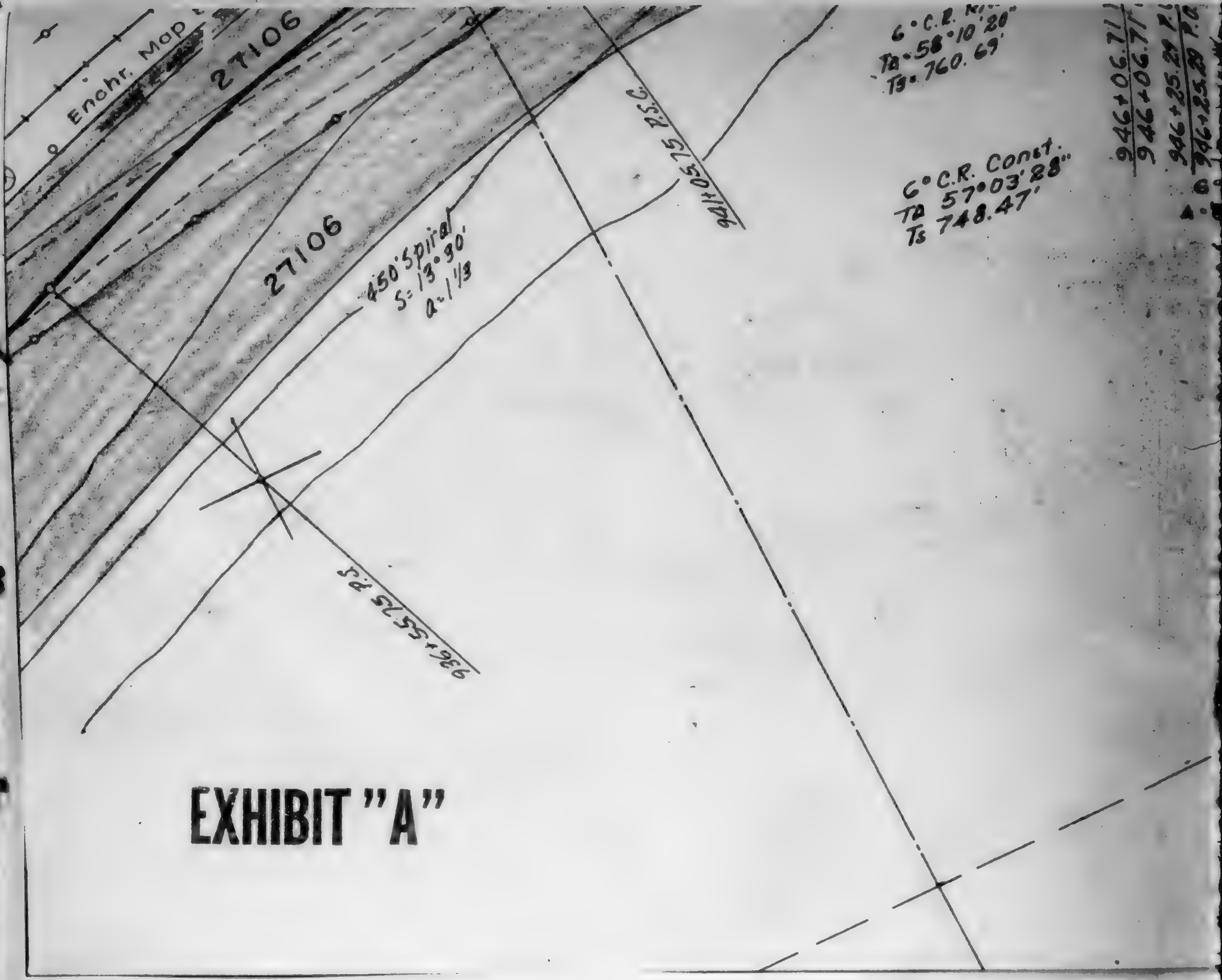
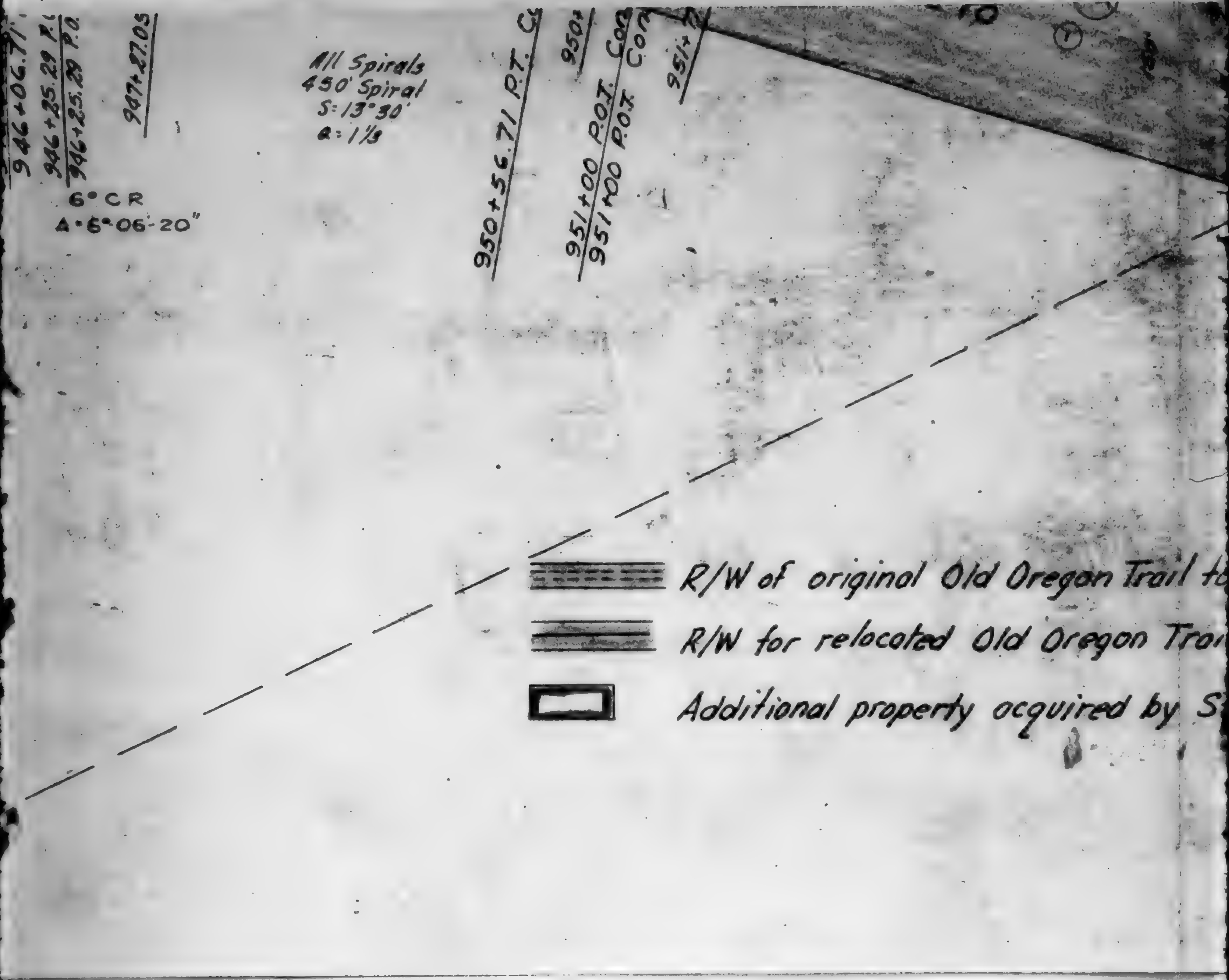

Enchr. Map
27106
27106
450' Spiral
S=13°30'
a=1 1/3
941+05.75 P.S.C.
936+55.75 P.S.
6° C.R. Rt.
Ta=58°10'20"
Ts=760.69'
6° C.R. Const.
Ta 57°03'28"
Ts 748.47'
946+06.71
946+06.71
946+25.29 P.
946+25.29 P.C.

EXHIBIT "A"


946+06.71
946+25.29 P.
946+25.29 P.O.
947+27.05
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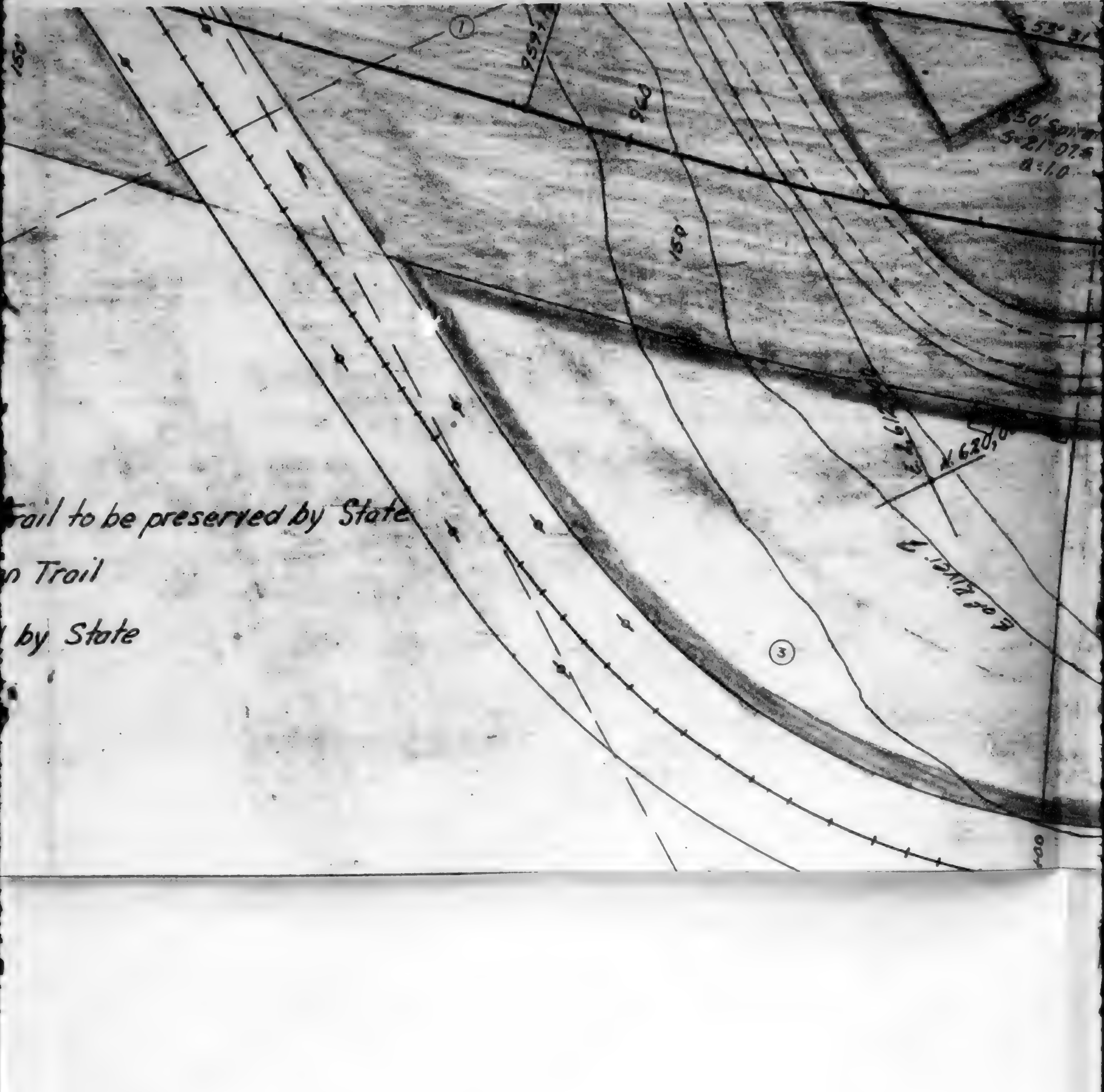
450' Spiral
S=13°30'
a=1⅓
6° C R
Δ=6°06'20"
950+56.71 P.T. C
950+
951+00 P.O.T. Con
951+00 P.O.T. Con
951+
R/W of original Old Oregon Trail to
R/W for relocated Old Oregon Trai
Additional property acquired by S


S 53° 31'
①
759.
150'
150
50' Spiral
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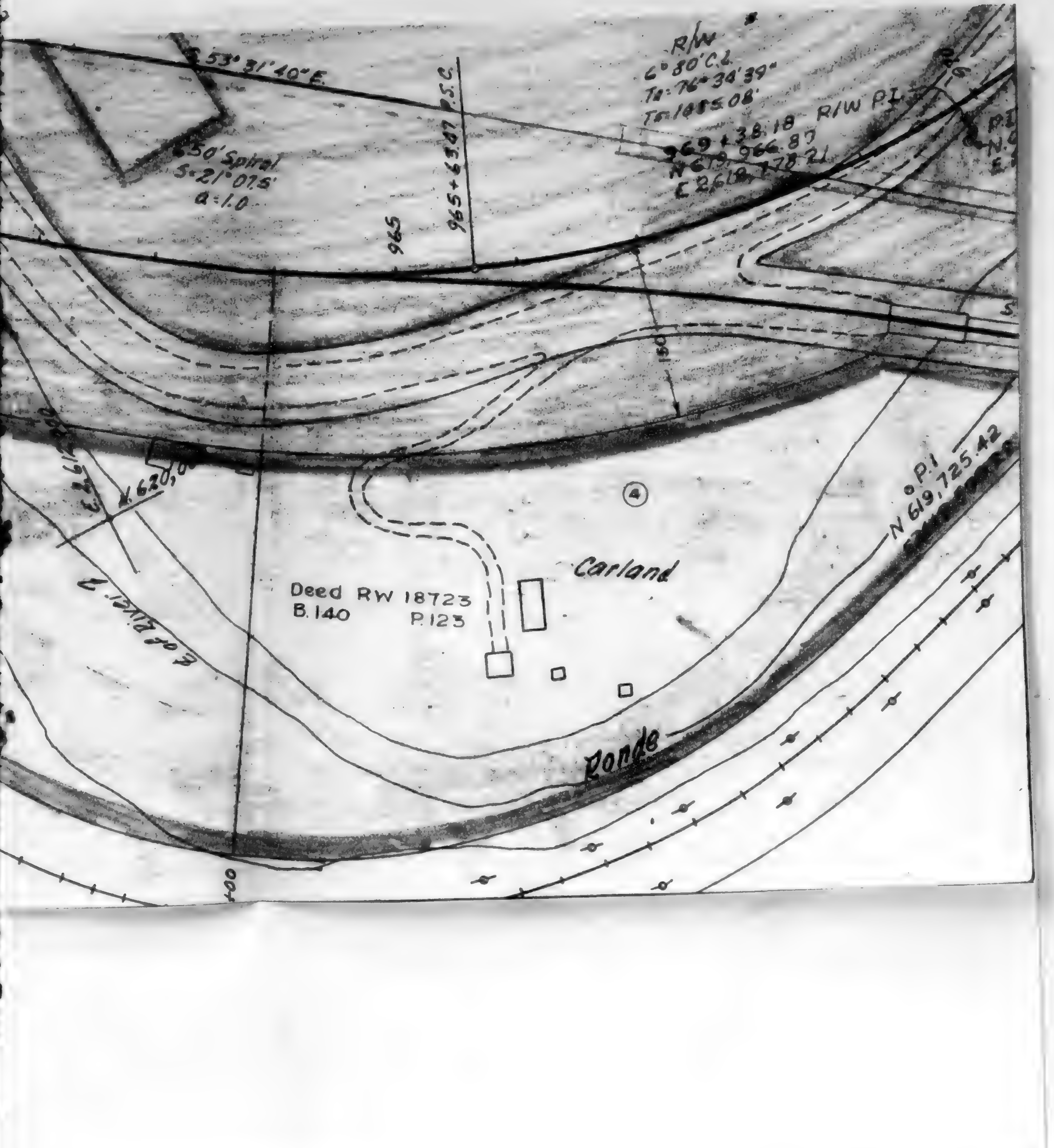
620,0
rail to be preserved by State
n Trail
by State
③


S 53° 31' 40" E.
650' Spiral
S=21° 07.5'
a=1.0
965
965+63.87 P.S.C.
R/W
6° 80' C.L.
Ta=76° 34' 39"
Ts=1085.08'
969+38.18 R/W P.I.
N 619,966.87
E 2,619,170.21
P.I.
N 620,0
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④
Carland
Deed RW 18723
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P.I.
N 619,725.42

RECEIVED
JUL 31 1961
FOR FILING

FORM CD-[illegible]
(9-[illegible]-59)

UNITED GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: July 25, 1961

C G Folk

FROM : C. G. Folk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Project I-80N-6(9)254, Perry-Oro Dell Section

Reference is made to your letter of June 30, 1961, concerning the claim of Durkin Bros. for additional compensation because of delays on Oregon Interstate Project I-80N-6(9)254.

The specifications for this project are as follows:

> Coordination of Work with Other Contractors
>
> Several structures, as indicated on the plans, are to be constructed by others during the time this contract is under way. It is expected, but not guaranteed, that the ends of structures will be completed by December 31, 1958.
>
> Non-completion of the other work within the expected time limit will not, however, relieve the contractor of his obligation to entirely complete all work specified to be done under the contract. Neither will such non-completion entitle him to extra compensation of any kind.

NOTED
W. C. WILLIAMS

WCW
Porter
E.S.W - Notify Durkin
Person
[illegible] wait

In view of the above, it is our opinion that the contractor had ample warning that there was a definite possibility that the structures might cause a delay to his work, and it must be assumed that he was put on notice to include such a contingency in his bid.

Furthermore, on page 7 of the Special Provisions, provisions are made for certain work to be performed at the structures.

Article 1.5.4 of the State Standard Specifications reads as follows:

> "Where one contractor's operations are within the limits or adjacent to the operations of another contractor, each shall be responsible to the other for any damage, injury, loss or expense which may be suffered on account of interference of operations, neglect or failure to finish work at the proper time or any other cause."

NOTED
[illegible] COOPER

MORE

According to our interpretation of the Specifications and Special Provisions for this project, no provisions are made for adjustment of compensation because of delays and none were intended. Therefore, we can find no basis on which we can justify participation in the claim.

In accordance with your request of June 30, this matter has been referred to our Regional Engineer. We have now been informed that the Regional Engineer concurs in our decision that we cannot participate in this claim. They further note the apparent lack of coordination between the State Construction and Bridge Departments, which may have been a contributing factor in this case. This matter has been discussed with representatives of your department on other occasions. Should the contractor secure a favorable court decision, it would not be inappropriate for you to request a reconsideration of the claim at that time.

RECEIVED
JUL 26 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 18 1961
FOR FILING

[illegible]

[illegible]

Salem, Oregon
July 18, 1961

Mr. H. S. Cox

I have received the proposed agreement from the Union Pacific Railroad Company covering the Perry-Oro Dell Section of the Old Oregon Trail. Within this section, the old highway crossed underneath the Union Pacific bridge over the Grande Ronde River at Railroad Station 1220+82.9, which is approximately opposite our new Highway Station 944. We had an easement from the railroad in a prior agreement covering this undercrossing. The undercrossing is abandoned and is physically closed by our new construction. In the agreement, however, the railroad company has inserted the following sentence:

> "Within a reasonable time after such closure, the State and County shall and will take any and all action legally necessary to close and vacate said crossing and will furnish to the Railroads, without charge, certified evidence that such action has been taken and completed."

Will you please discuss this with Mr. Lindas and institute whatever action is necessary to satisfy this requirement of the Railroads.

G. S. Paxson
Assistant State Highway Engineer

GSP:ms

cc to: Mr. Leonard I. Lindas

RECEIVED
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FOR FILING

[illegible]

5141

July 18, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Perry-Oro Dell Section
Old Oregon Trail

Dear Sir:

I attach hereto a copy of an agreement between the State and the Union Pacific Railroad Company covering easements for an overcrossing of their tracks within this section of highway. This covers a project which is to all intents and purposes completed. We have been doing the work under a permit of entry. The agreement does not conform to all the requirements of your PPM 21-10, but, since this work was under way and partially completed at the time this memorandum was issued, there is no point in including the information required by the memorandum.

It would be appreciated if you would review the agreement and advise as to its acceptability. This is an original copy and one that must be presented to the Highway Commission for signature, and I would appreciate its return as soon as practicable so that I may get it to the Commission at its meeting on July 28.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. W. C. Williams

RECEIVED
JUL 3 1961
FOR FILING

I [illegible] 6

5141

June 30, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Perry-Oro Dell Section
Interstate 80N
Contract No. 5141
Oregon Project No. I-80N-6(9)254

Dear Sir:

Durbin Bros., prime contractor on the above-captioned project, has submitted claims in behalf of itself and its subcontractors asking for additional compensation in the amount of $71,614.66.

These claims are basically founded in delays suffered by the contractor due to noncompletion of work not a part of his contract and not under his control. The Construction Division has analyzed these claims and feels that $30,205.89 represents valid costs experienced by the contractor above and beyond those expenses he would normally expect to face.

With respect to the legal aspects of the case, our Counsel advises that the contractor in a court of law could recover damages from the State as would be compensable under the law involving contracts. A copy of an opinion in that regard is attached.

At a meeting on June 28, 1961, Mr. Emrich denied participation of the Bureau of Public Roads in any settlement or adjustment of the claim but indicated that the State might appeal this decision. We are now making such an appeal.

We sincerely request your reconsideration in regard to this claim. We request participation of the Bureau of Public Roads in a settlement of $30,205.89.

Very truly yours,

W. C. Williams
State Highway Engineer

TE;je me
cc Forrest Cooper
Tom Edwards

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FOR FILING
5141

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

W. C. WILLIAMS

Salem, Oregon
June 30, 1961

SUBJECT: Durbin Brothers, et al. Claim
Contract No. 5141
Perry-Oro Dell Section
Old Oregon Trail

To: Mr. Tom Edwards
Construction Engineer
Office

Mr. Forrest Cooper, Deputy Highway Engineer, has requested me to write to you with respect to my opinion on the law governing contracts and how the same should be applied to the claim by the above-mentioned contractors for additional compensation.

I have personally reviewed the above-mentioned contract, including the applicable sections from our Standard Specifications, and in addition have discussed with my assistant attorney, Mr. Frank McKinney, the facts and issues which were reviewed in your office on June 28, 1961, during a conference with the contractors involving their claim.

Written contracts are nothing more or less than an instrument by which the parties to an agreement have attempted to preserve in writing the ideas which, at the time the contract was entered into, represented what is termed a "meeting of the minds." The court will construe a contract based upon the conditions that existed, as well as the understanding of the parties of those conditions, as of the date of the contract. Subsequent events not contemplated by either party at the time the contract was made often occur, and, if these events materially effect the performance of the contract, either party can seek the assistance of the court to bring about modifications, revisions, or even recisions.

Neither party to a contract may, by direct or indirect action, delay or cause the other party to be delayed in the performance of the contract and if such occurs a court of law can certainly allow the injured party such damages as are compensable under contract law.

With respect to the above-mentioned contract it is true that on page 29 of the Special Provisions, under the title "Miscellaneous Provisions," it is stated as follows:

> "Several structures, as indicated on the plans, are to be constructed by others during the time this contract is under way. It is expected, but not guaranteed, that the ends of structures will be completed by December 31, 1958."

There is no doubt in my mind that, while the State did not guarantee that the structures would be ready for embankment fills by

December 31, 1958, the law implies that, while the structures may not be ready by that date, they would be ready within a reasonable time thereafter so as not to hamper or delay the contractor in his efficient prosecution of his contract.

The facts are very clear that the above-contract was awarded on March 13, 1958, and provided for completion within 250 workdays after March 23, 1958. It further appears that under normal and efficient prosecution of this contract the time for completion would have been in the vicinity of June or July of 1959. The structures, which were awarded to other bidders under subsequent contracts in 1959, were not in condition for abutment work by the above-mentioned contractor until some ten to twenty months after December 31, 1958.

This appears to me to be an unreasonable delay for which the contractor cannot be blamed, and certainly was not contemplated by either the State or the contractor on March 13, 1958, when the contract became effective.

It is, therefore, my opinion that a material delay did occur which was beyond such reasonable time as might have been contemplated by the parties at the time of the execution of this contract. Further, that in a court of law the contractor, in this case, could recover from the State Highway Commission such damages for the delay as would be compensable under the law involving contracts.

L. I. LINDAS
Chief Counsel

FCMcK:ks

cc: W. C. Williams
Forrest Cooper

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STATE HIGHWAY ENGINEER

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[illegible] 1961

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FORM, E-30X [illegible] 2-60 26119

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5141

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 30, 1961

SUBJECT: Perry-Orodell Section
Old Oregon Trail Highway
Contract No. 5141

To:
MEMO TO THE FILE

A meeting was held in the office of the Construction Engineer at 10:00 A.M., June 28, 1961. The following people were in attendance:

J. C. COMPTON COMPANY

J. C. Compton
Kenneth Tweet

DURBIN BROTHERS

W. R. Durbin, Partner

DURBIN BROS. and J. C. COMPTON

Donald R. Husband, Attorney

BUREAU OF PUBLIC ROADS

D. M. Emrich, District Engineer
Lowell C. Jensen, Area Engineer

STATE HIGHWAY DEPARTMENT

Forrest Cooper, Deputy State Highway Engineer
Frank C. McKinney, Assistant Attorney
Tom Edwards, Construction Engineer
L. H. Young, Assistant Construction Engineer
F. B. Klaboe, Field Construction Engineer
J. C. Hiatt, Resident Engineer

Mr. Edwards opened the meeting with a brief outline of the various claims and of the pertinent facts which led to the claims. These facts are outlined in my memo of June 26, 1961. A copy of this memo is enclosed.

Next, Mr. Donald R. Husband (attorney for the contractors) presented his viewpoint. It is the contractor's contention that the State Highway Department's actions in delaying the contracting of the bridges located within the limits of this contract constituted a "changed condition". Due to the "changed conditions", the contractor was unable to perform his work in an orderly and expedious manner and, as a consequence, suffered loss. Notwithstanding the fact that the specification states that non-completion of other contracts within the limits of this project is not a bona fide cause for receiving additional compensation, the contractor contends that our failure in coordinating other contracts delayed their work over 15 months' time and contravenes the intentions of the specifications.

Mr. Edwards next explained that the State Highway Department felt that the additional costs to the contractor for labor wage increase, moving equipment, and retainage on withholding were considered eligible costs. These costs amount to a total of $30,205.89.

Mr. Emrich of the Bureau of Public Roads spoke next, stating that the Bureau of Public Roads has no authority to recommend payment of any claim not permitted by the contract specification. He further stated that the special provisions in this case are very clear and do not allow compensation to the contractor for the cost of delays occasioned by other contractors working within the project limits. He also stated that a prudent contractor should have taken into account the possibility of delays in his bid, and that other contractors may have taken this fact into account on their bids. Mr. Emrich went on to quote Standard Specification 1.5.4, which deals with the matter of cooperation between contractors. The Bureau of Public Roads' opinion was the same as it has been in the past. They will not approve Federal participation in this claim.

Mr. Durbin stated that Paragraph 1.5.4 was not appropriate for several reasons: (1) That neither of the bridge contracts had been let prior to the award of this project; (2) The bridge contractors completed their structures without the assessment of liquidated damages and (3) Cooperation in this case between the various contractors would not act to mitigate a 15 months' average delay to the grading contractor due to faulty coordination in the first instance.

Following these statements listed above, there was considerable discussion back and forth between the three parties in an effort to show the Bureau of Public Roads officials that the delays on this project were of an unreasonable character and should be considered as acting to (in some degree) invalidate the parts of the special provisions which do not allow compensation for delay. It was also pointed out that the Federal government hold the "purse strings" in this case and that the State, being equally as responsible to the public as the Federal government, could not under take a "go it alone" attitude in the settlement of this claim.

Mr. Emrich was asked what the Bureau of Public Roads' stand would be in the event that the contractor obtained a favorable court decision in the matter. He stated that, in such a case, he felt certain the division office would recommend strongly to higher authority approval of participation. Mr. Emrich also stated that he was not arguing the legal aspects of the case, nor the justness of the claim. He was merely proceeding on a strict interpretation of the verbiage written into the special provisions.

Upon further questioning, Mr. Emrich also stated that the State Highway Department could carry the matter to higher Bureau of Public Roads' authority if they so desired.

Tom Edwards
Construction Engineer

By
F. B. Klaboe
Field Construction Engineer

FBK:jk:jw

cc Forrest Cooper ✓
C. G. Polk
L. I. Lindas
Ivan Merchant
A. F. Parson

FORM E-30 50M 3-61 34897

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1961

To:

SUBJECT: Perry-Orodell Section
Old Oregon Trail Highway
Contract No. 5141

MEMO TO THE FILE

The contractor on this project has claimed the total of $79,624.37. This claim is based almost entirely on a lack of coordination between bridge work and grading work. Some pertinent facts are listed below:

1. The contract was awarded to Durbin Bros. on March 13, 1958. It contained a statement "It is expected, but not guaranteed, that the ends of structures will be completed by December 31, 1958."

"Noncompletion of the other work within the expected time will not, however, relieve the contractor of his obligations to entirely complete all work specified to be done under the contract. Neither will such noncompletion entitle him to extra compensation of any kind."

2. Contract No. 5228 for structures over the Grande Ronde River at Stations 856+40 and 944+30 were awarded to Tom Lillebo with workdays to begin July 3, 1958. This contract contained a statement that the ends of the structures shall be completed to such an extent that approach fills may be placed on or before December 31, 1958. The contract was not completed until April 29, 1960.

3. Contract No. 5424 was awarded to the Schrader Construction Company with workdays to begin April 11, 1959 for structures over the Grande Ronde River at Stations 953+00 and 966+70. No specified date was given for the completion of the ends. The contract was completed on January 27, 1961.

4. The claim of this contractor and his subs has been thoroughly analyzed by the Construction Department. It is felt that the sum of $30,205.89 represents valid claims for moving costs, increased labor costs, interest on retainage, and interest on value of stockpiled materials.

5. The Bureau of Public Roads has been repeatedly contacted concerning this claim. On the basis of the statements quoted in Item 1 above and further on the basis of

Specification 1.5.4, which states that each contractor is liable for interferences of each other contractor on a project, they have refused participation.

✱ 6. Our Legal Department has given us the opinion that the quotes listed in Item 1 is binding on the contractor and that noncompletion of other work within his limits is not a bona fide legal reason for additional payments.

7. Notwithstanding the Bureau of Public Roads' and Legal Department's opinions listed above, it is felt that this case represents extreme hardship of unusual proportions.

8. One other fact which may bear on this subject is that there were three Labor strikes - a laborers' strike lasted from May 6, to May 16, 1958; an equipment operators' strike lasted from July 11 to August 14, 1958, and a pile drivers' strike lasted from May 27 to June 29, 1959.

9. From May 27, 1959 until April 22, 1960 no work time was charged this contractor. Sixty-nine per cent of the work had been completed as of May 27th and 153 days of 250 days had been charged.

10. The job was completed by Durbin December 14, 1960.

Tom Edwards
Construction Engineer

By F B Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp:jw

cc Forrest Cooper

✱ 6-27-61 Our legal dept. had given this opinion based on an interpretation of the contract alone. Circumstances which alter the intent, namely, the delay of completion of other work, have since been presented them and has caused them to change their opinion.

F B Klaboe

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1961

To:

SUBJECT: Perry-Orodell Section
Old Oregon Trail Highway
Contract No. 5141

MEMO TO THE FILE

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10. The job was completed by Durbin December 14, 1960.

Tom Edwards
Construction Engineer

By Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp:jw

cc Forrest Cooper✓

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STATE HIGHWAY ENGINEER

BRIDGE CONTRACTS
PERRY-ORO DELL SECTION

Bridge No. 8428 at Station 856+40 - Lillebo Constr. Co.

1. Awarded June 19, 1958 with 240 days.
2. Available to grading contractor October, 1959.

Bridge No. 8429 at Station 944+30 - Lillebo Constr. Co.

1. Awarded June 19, 1958 with 240 days.
2. Available to grading contractor January, 1960.

Bridge No. 8430 at Station 954+20 - Schrader Constr. Co.

1. Awarded April 1, 1959 with 140 days for eastbound structure and 320 for the remainder.

2. Available to grading contractor:

   (a) Eastbound - February, 1960
   (b) Westbound - October, 1960

Bridge No. 8431 at Station 966+60 - Schrader Constr. Co.

1. Awarded April 1, 1959 with 320 days.
2. Available to grading contractor May, 1960.

FBK:jw

June 26, 1961

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5141

June 23, 1961

Mr. Donald R. Husband
Husband, Johnson, Hillier & MacInnis
Attorneys at Law
72 West Broadway
Eugene, Oregon

Dear Mr. Husband:

This will confirm the date of June 28 at 10 a.m., Pacific Standard Time, for the conference re Contract 5141

The meeting is to be held in the office of Tom Edwards, Room 212, State Highway Building, in Salem.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. L. I. Lindas

HUSBAND, JOHNSON, HILLIER & MacINNIS
ATTORNEYS AT LAW
WASHBURNE BUILDING
72 WEST BROADWAY
EUGENE, OREGON
TELEPHONE DI 4-4226

DONALD R. HUSBAND
BEN A. JOHNSON
RALPH E. HILLIER
JUDITH E. MacINNIS
PIERRE L. VAN RYSSELBERGHE

June 21, 1961

REFERRED TO
Cooper
By State Highway Engineer

State Highway Commission
Salem, Oregon

Attention: W. C. Williams

Re: Claim on Perry-Orodell
Section
Old Oregon Trail Highway
Contract No. 5141

Dear Sir:

This acknowledges receipt of your letter of June 19, 1961, calling attention to a tripartite conference for the purpose of exploring the possibilities of a settlement of a claim of my clients against the State on the above entitled matter.

I notice that the meeting has been tentatively set for June 28 at 10 A. M. I am assuming that this is standard time. If it is not, please let me know.

This is to advise you that this date is satisfactory, both with Durbin Bros. and J. C. Compton.

Yours very truly,

HUSBAND, JOHNSON, HILLIER & MacINNIS

Donald R. Husband

Donald R. Husband

DRH:gr

RECEIVED
JUN 23 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

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OFFICE OF
STATE HIGHWAY ENGINEER

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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 19, 1961

Mr. Donald R. Husband
Husband, Johnson, Hillier and MacInnis
Attorneys at Law
Washburne Building
72 West Broadway
Eugene, Oregon

Dear Sir:

RE: Claim on Perry-Orodell
Section
Old Oregon Trail Highway
Contract No. 5141

With reference to your letter of June 9 in which you propose a tripartite conference exploring the possibilities of a settlement of a claim by your clients against the State, I wish to advise that this office feels such a conference might be very advantageous.

We have tentatively set such a conference for June 28 at 10 A.M. at which there will be a representative of our Legal Section, the Bureau of Public Roads, and Administration and the Construction Department.

Will you please advise us immediately if the date and time for this meeting is agreeable to you and your clients.

Very truly yours,

W. C. Williams
State Highway Engineer

By L. H. Young

L. H. Young
Assistant Construction Engineer

LHY:fp

cc: J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Durbin Bros.
4110 West 11th
Route 5, Box 490
Eugene, Oregon

Forrest Cooper ✓
C. G. Polk
L. I. Lindas

RECEIVED
[illegible]
ENGINEER

HUSBAND, JOHNSON, HILLIER & MacINNIS
ATTORNEYS AT LAW
WASHBURNE BUILDING
72 WEST BROADWAY
EUGENE, OREGON
TELEPHONE DI 4 4226

DONALD R. HUSBAND
BEN A. JOHNSON
RALPH E. HILLIER
JUDITH E. MacINNIS

June 9, 1961

State Highway Department
State Highway Building
Salem, Oregon

Attention: Tom Edwards

Dear Mr. Edwards:

In accordance with our conversation of May 31, I got in touch with Mr. Wally Durbin and Mr. Tweedt of the J. C. Compton Company and discussed with them the matter of the tripartite conference between my clients, your department and the Bureau of Public Roads. They are agreeable to that. For that purpose, I would be obliged to you if you would set a date. As far as I know, most any date after next week would be satisfactory with me.

The reason that I cannot come to a meeting next week is that I have just received work that my mother had passed away and it is necessary for me to go back to North Dakota for the funeral, which will be Monday. I cannot tell exactly when I can get back in my office.

Mr. Durbin and Mr. Tweedt believe that you should be the one to arrange who should attend that meeting, except that they feel that you and Mr. Cooper at least be present as far as the state department is concerned.

I would prefer a meeting sometime in the middle of the week as I am inclined to believe that that would be less apt to interfere with any of the interim tax committee meetings that I might have to attend. Therefore, a Wednesday or a Thursday would be preferable as far as I am concerned. Both Mr. Tweedt and Mr. Durbin say that they could make themselves available at any time with about a week's notice.

It is my firm belief that an effort should be made to work out some settlement without the necessity of litigation and it would seem that such could be done.

Very truly yours,

HUSBAND, JOHNSON, HILLIER & MacINNIS

Donald R. Husband

DRH:bjb

CONSTRUCTION DIVISION
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5141

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 26, 1961

SUBJECT: Possible suit for Additional Compensation
Perry-Oro Dell Section
Old Oregon Trail Highway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
O F F I C E

Reference is made to the possibliity of a suit by Durbin Brothers for additional compensation on the Perry-Oro Dell Contract, No. 5141.

The contract for this project states: "The contractor shall commence any suit, action or proceeding to collect or enforce his claim or claims for additional compensation under the contract within a period of one year following mailing of the engineer's revised final estimate and voucher or statement or rejection to the contractor's known address as shown in the records of the Highway Commission."

The final voucher on this project was mailed to Durbin Brothers March 9, 1961 and a formal rejection of his claims was mailed to him under date of April 14, 1961.

This would indicate the contractor would be entitled a period of one year, from April 14, 1961, in which to file his suit.

Barbara [illegible]

Tom Edwards
Construction Engineer

by

Edwin A Pease

Edwin A. Pease
Construction Office Engineer

This info phoned
to Husbands Sec
1:25 PM
May 26-61

EAP:db

y

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5141

April 14, 1961

Durbin Brothers
Route 5, Box 490
Eugene, Oregon

Gentlemen:

Reference is made to your claim in the amount of $79,024.37 on the Perry-Brodell Section, Contract No. 5141.

All portions of the claim dealing with noncompletion of the structure contracts located within the limits of this project have been discussed with the Bureau of Public Roads and have been rejected by it; further, our attorney advises that these are not legally compensable claims.

We are, however, approving for payment the amount of $663.27 for the additional expense of placing A.C. in the median barrier area as a result of our requirement that the longitudinal joints be located under the center-line stripe.

A Price Agreement to cover this payment is enclosed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

cc J. C. Compton Company
Post Office Box 36
McMinnville, Oregon

Mr. W. C. Williams
Mr. Tom Edwards
Mr. R. L. Porter
Mr. L. I. Lindas
Mr. A. F. Parson

FBK:fpTE:jw fn

FORM E-30 50M 7-60 29398

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3, 1961

SUBJECT: Perry-Orodell Section
Contract No. 5141

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

We have been presented with a claim on this section in the total amount of $79,624.37. This claim is further divided into three portions representing the amounts claimed by the various contractors; prime contractor, Durbin Bros. is for $67,055.02; subcontractor, Compton claims $11,176.43 and subcontractor Clarambeau claims $1,392.92.

The major portion of these claims is presented as a consequence of the faulty coordination of bridge contracts which in turn caused the extension of the construction a period of approximately one year. This contract stated that certain bridges located within the limits of the project would be completed on or before December 31, 1958. They were not in fact completed until the spring of 1960; over a year later than the anticipated date.

We have had our Cost Analyst Department completely check the claims as presented by the contractors. They reduce the grand total figure from $79,624.37 to a figure of $71,614.68.

On March 2 a meeting was held in the Construction Department offices at which time the various items making up the claim were discussed separately. The Construction Department considered that the sum of $30,205.89 represented valid claims for the moving costs, increased labor costs, interest on retainage and interest on stockpiled materials. The amount of $663.27, included in the above figure, was also considered valid for the additional expense in laying the A.C. panels so that the "meet line" would be located in its proper position. This contract did not have the latest specification which requires that contractors follow this construction practice.

Subsequent to this meeting, the Bureau of Public Roads was approached and requested to join us in offering the sum of $30,205.89 in settlement of all claims. The Miscellaneous Provisions of this contract contained the following statements:

> "Several structures, as indicated on the plans, are to be constructed by others during the time this contract is under way. It is expected, but not guaranteed, that the ends of structures will be completed by December 31, 1958."

> "Noncompletion of the other work within the expected time will not, however, relieve the contractor of his obligations to entirely complete all work specified to be done under the contract. Neither will such noncompletion entitle him to extra compensation of any kind."

On the basis of the second paragraph, the Bureau of Public Roads feels that they can not contribute on any payments due to the noncompletion of other projects within the anticipated time. They will contribute on the one claim in the amount of $663.27 for the additional work of placing the "meet lines" as required.

We have also requested our Legal Department to give us an opinion of whether or not the contractor's claim is valid. Mr. Lindas has informed us that the contractor should have taken into account the possibility of a delay to his work due to the noncompletion of other work within the contract limits when bidding the job and that, in his opinion, the contractor is not entitled to additional compensation from a legal standpoint.

We feel that this was an extreme case in which the contractor was severly penalized due to noncompletion of other projects within the limits of his contract. However, under the circumstances, we have no alternative but to recommend denial of all portions of the claims except the $663.27 listed above.

I enclose a rough draft of a letter to the Durbin Brothers.

Tom Edwards
Construction Engineer

By
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

cc Leonard Lindas

NOTED
FORREST COOPER

RECEIVED
MAR 10 1961

FOR FILING

I-139 (8)

5141

March 9, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5141 for structure-grading-paving on the Perry-Oro Dell Section of the Old Oregon Trail in Union County was completed by the contractor, Durbin Bros., on December 14, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $33,954.20 will be released to the contractor after acceptance by the Commission. The total contract amount is $1,133,281.69, of which amount $4,311.88 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Durbin Bros.,
Route 5, Box 490
Eugene
Oregon

RECEIVED
FEB 13 1961

FOR FILING

I-13(1)

5141

February 10, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Durbin Bros., on contract #5141 for structure-grading-paving on the Perry-Oro Dell Section of the Old Oregon Trail in Union County.

This payment, in the amount of $9,393.56, will be released to contractor on or after February 20, 1961. The retained percentage is $33,866.46.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Durbin Bros.,
Route 5, Box 490
Eugene
Oregon

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

1-27-61

5141

January 12, 1961

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Proposed Pole Line Permit
Cal-Pacific Utilities Co.
Old Oregon Trail Highway
Project I-139(8)

Dear Sir:

Enclosed, herewith, are three identical copies of a permit we propose to issue to the California-Pacific Utilities Company, covering a pole line crossing of the Interstate 80-N (Old Oregon Trail) Highway at Station 926+70 between Perry and La Grande.

This crossing, discussed with Mr. Jensen of your office on November 7, 1960, is intended to provide power to the State scale site at this location.

If the permit as prepared meets with your approval, will you please so indicate on the executed copy of the permit and return same for our files. The two conformed copies of the permit are intended for your files.

Very truly yours,

R. B. Sipprell
Director of Permits

By

Original signed by R. P. Hamilton

R. P. Hamilton
Utilities Permit Engineer

RPH:dw
Encls. 3

cc: Mr. P. M. Stephenson

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FOR FILING

I-129(8

5141

17

December 20, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 14, 1960, on Contract No. 5141, Perry-Oro Dell Section, in Union County, in connection with Federal Aid Project No. I-80N-6(9)254.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

[illegible]:jb

cc: Clarence G. Swenson

Form E-1—(Rev.)—

1-139 (8)
.5141.

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

FINAL
No. 143

For Week Ending December 16, 1960

Section Perry - Oro Dell

Kind of work Structure, Grading and Paving

Highway Old Oregon Trail County Union

Section prefix 31-1040 I-80N-6(9)254

Contractor Durbin Bros.

Contract number 5141

Date of contract March 13, 1958, 19

Specified work days 250

Date work started February 3, 1958, 19

Work days used 250

Project authorization $1,334,449.13

Exclusive of engineering $1,239,554.97

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $1,224,398.30

Estimated per cent ~~overrun~~ or underrun . . . . 1.1 %

Per cent of contract completed, based on estimated cost . . . . 100 %

Engineering authorization $94,894.16

Engineering cost to date $ 82,675.00, 87 %

Date project was completed December 14, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100 100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The subcontractor worked continuously from Saturday thru Wednesday A.M. hanging the last of the guard rail on the west bound bridge approach at station 959-962, completing installation of all sight posts, stretching R/W fence at Lower Perry and painting cattle guards. The lower half of the north rail median barrier was repainted between stations 915 and 942 to cover imperfections in painting previously done. A few sags in guard rail were jacked into alinement to bring the rail to proper grade.

This completes all the contractor's work on the project.

DIVISION
ED
DEC 19 1960
NOTED

Noted
M. N. Juve

NOTED

Signed

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.50	2.50		Ton Cu.Yd.	2.50
Miles partially completed					
Miles completed	2.50	2.50		-	2.50
Total estimated quantities (contract)	951,000 CY	81,100 CY		Asph. 494 Agg. 4,130	22,400 Tons
Total quantities corrected to date	1,001,000 CY	85,385 CY		447 3,990	23,435 Tons
Estimated quantities moved or placed to date	1,001,000 CY	85,385 CY		447 3,990	23,435 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., 1 - flatbed truck, 1 - paint sprayer

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair-mild		
Tuesday	Partly cloudy-moderate		
Wednesday	Partly cloudy-mild		
Thursday	Partly cloudy-mild		
Friday	Overcast-windy-cool		
Saturday			

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OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

514 Section **Perry-Oro Dell** Highway **Old Oregon Trail**

County **Union** MP______ to MP______ Contractor **Durbin Bros.**

Resident Engineer **J. C. Hiatt** Inspector__________

Date Completed **October, 1960** Date Reported **October 12, 1960**

Type and Thickness of Wearing Surface **4" B** A. C.____ Oil Mat__________ Seal.

N, S, [✓ E,] W from ~~MP~~ or Sta. 817+00

Mile	Wheel Count	Outside Ln.		Inside Ln. Test Run On		
		Total	Per Mile	Mile	Total	Per Mi.
1	750	90	90	1	82	82
2	1500	173	83	2	166	84
3	2250					
4	3000					
5	3750					
6	4500					

Average Roughness Per Mile Outside 86"
Average Roughness Per Mile Inside 83"

N, S, E, [✓ W] from ~~MP~~ or Sta. 942+00

Mile	Wheel Count	Outside Ln. Roughness		Inside Ln. Test Run On		
		Total	Per Mile	Mile	Total	Per Mi.
1	750	76	76	1	90	90
2	1500	159	83	2	178	88
3	2250					
4	3000					
5	3750					
6	4500					

Average Roughness Per Mile Outside 79"
Average Roughness Per Mile Inside 89"

Remarks: ____________________

To 75	- Good
75-100	- Fair
Over 100	- Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

[illegible]

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1960
FOR FILING
J-139(8)
5141

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1960

SUBJECT: Perry-Oro Dell Section
Old Oregon Trail Highway

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Klaboe advises [illegible] re
will be [illegible] with contractor
claims later
5/17/60 Coop

Reference is made to your inquiry of May 3, 1960 concerning the scheduling of the work and the status of possible claim settlement on this project.

Our plan for the completion of this project is the same as that outlined in your office during the early part of March. Durbin Brothers are doing all the grading possible at this time. Compton has already moved in and is placing the rock on the eastbound lanes. He will very shortly shoot the binder on these eastbound lanes allowing traffic to be diverted to them so that the remaining of the grading which obliterates the old highway can be accomplished while traffic uses the new eastbound lanes. Soon after this grading is finished, Compton will complete the rocking and begin the paving of the entire project with the exception of a structure area located on the westbound lanes near Station 955.

The plant to be used for this paving is currently located for paving the North Unit, Weston-Milton-Freewater Section of the Oregon-Washington Highway and the East Unit, Weston-Weston Mountain Section of the Weston-Elgin Highway. It is planned to move said plant to the Perry-Oro Dell Section (if said section is ready at the time) as soon as these two jobs around Weston are paved.

It is probable that the paving of the approaches for the structure at Station 955 will not be completed while Compton is in paving. If this turns out to be the case, we will make arrangements with either the structural contractor to do the paving under a work order or do it with State forces. At any rate, it is our intention to final out Durbin's contract as soon as he finishes his grading and paving operation.

This section of highway will be completed and open to traffic this fall.

No further communication concerning possible claims for delay has

Paxson

NOTED
FORREST COOPER

NOTED
G. S. PAXSON

taken place since our letter to you of March 9, 1960, which estimated a possibility of about $25,000 in additional costs. The costs in the letter of March 9 were, of course, estimated costs since we did not know exactly what equipment and how many men Durbin and Compton would use. We will follow up toward the end of the contract and make an analysis of the situation based on the actual equipment and men used.

Tom Edwards
Construction Engineer

By
FB Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc M. N. Juve
A. F. Parson

RECEIVED
MAY 17 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 10 1960
FOR FILING

5141

Salem, Oregon
May 3, 1960

Perry-Oro Dell Section
Old Oregon Trail Highway
Contract No. 5141

Mr. Tom Edwards
Construction Engineer
OFFICE

Referring to the Perry-Oro Dell Section, do we now have a completion schedule worked out that is acceptable to everyone and where do we stand with respect to claims by the contractor for unusual delays?

Forrest Cooper
Deputy State Highway Engineer

FC:fn

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5141

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 9, 1960

SUBJECT: Perry-Oro Dell Section
Old Oregon Trail Highway
Contract No. 5141

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Study has been made of the Perry-Oro Dell Section under Contract No. 5141 to Durbin Bros. Basically, these things have happened:

1. Contract was awarded to Durbin on March 13, 1958 to grade and pave this section.

2. Bridges were contracted separately.

3. The specifications state that the bridge ends would be completed on December 31, 1958.

4. The specifications clearly state that the contractor on the grading and paving would not be relieved of responsibility due to non-completion of the bridge ends on that date.

5. In actuality, the bridge ends will be completed late in 1960, approximately two years after the time specified.

Due to the non-completion of the bridges, Durbin Bros. and his paving contractor, Compton, have suffered additional costs as follows:

DURBIN BROS.			
Interest on Withholding	$ 3,314.70		
Additional Labor Costs	1,197.38		
Additional Moving Costs	11,082.00		
Subtotal		$15,594.08	
COMPTON			
Interest on Withholding and Materials on Hand	$ 1,094.09		
Additional Labor Costs	4,057.64		
Additional Moving Costs	4,294.04		
Subtotal		$ 9,445.77	
TOTAL ADDITIONAL COSTS			$25,039.85

These costs have been carefully detailed by the Cost Analyst as attached.

Further analysis will be made of this project and a meeting scheduled in the near future with Durbin and Compton. It is believed that a moral obligation exists on the part of the State to adjudicate some of the excess costs suffered, even though the specifications definitely state that non-completion of the bridges is a full responsibility of the contractor. I do not believe, however, that anyone could say we are on solid ground when the bridge ends were finished approximately two years after the specified date. This matter has been discussed with the Bureau of Public Roads.

Tom Edwards
Construction Engineer

TE:jw

Attach.

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MAR - 9 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X 80M 7-59 22125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 9, 1960

SUBJECT: Perry-Orodell Section
Old Oregon Trail Highway

To: Memo to the Files

Discussion was held this date with Mr. Ed Cowan and Mr. Lowell Jensen concerning the possible assumption by the State of a portion of the contractor's excess costs on subject project. The basis of these extra costs lays in the fact that the contract stated that it was expected, but not guaranteed, that the ends of the structures would be completed by December 31, 1958. They will not be completed until late fall, 1960, almost two years beyond the anticipated date.

The Bureau of Public Roads was asked to express their view on contributing for the additional costs listed below:

1. Interest on withholdings
2. Additional labor costs in 1960 above that of 1959
3. Additional moving costs.

It was the opinion of Mr. Cowan and Mr. Jensen that the Bureau of Public Roads could not participate in these additional costs in view of the fact that the miscellaneous provisions do not guarantee completion of bridge ends by December 31, 1958 unless we can prove that this was a hardship case of unusual proportions. By this is meant supplying proof that our standard clause indicating that structures were expected to be finished on a certain date was almost always complied with and that never (or almost never) had we gone beyond that date a period of almost two years. Lacking such documentation, it is the Bureau of Public Roads' opinion that they could only contribute in the event of an adverse court decision. They further expressed concern over the possibility of establishing a precedent here for the many other times we do not come out on the timing of contracts within a specific area.

Tom Edwards
Construction Engineer

FBK:fp

cc C. G. Polk
Forrest Cooper

By
F B Klaboe
F. B. Klaboe
Field Construction Engineer

STATE HIGHWAY DEPARTMENT
[illegible] CORRESPONDENCE

Salem, Oregon
March 3, 1960

SUBJECT: Extra Contractor Costs
Perry-Ore Dell Section
Contract No. 5141

Mr. Tom Edwards
Construction Engineer
Office

Attention Mr. F. B. Klaboe

I am submitting herewith the extra costs incurred by the contractor on the subject project due to inability to complete his contract according to his schedule because of delay in completion of structures by other contractors within the limits of the project.

The figures given include only the actual losses incurred - which include interest on monies retained by the State and the ten per cent materials cost withheld from the allowance made for materials on hand, additional cost of labor due to wage increases, and the cost of an extra move-out and move-in of equipment necessary to complete the contract.

There are other losses of a more or less intangible nature that have not been taken into consideration in this report. This includes disruption of the contractor's paving schedule (Compton) and the loss of the use of construction equipment, for other contracts, which has to be held over to complete this contract. This leads one into the realm of anticipated profits and would be highly controversial.

Maurice N. Juve
Chief Cost Analyst

MNJ:jw

PERRY-ORODELL SECTION
CONTRACT #5141
MARCH 3, 1960

Following are tabulations substantiating tangible costs to Durbin Bros. for an estimated delay of one year on their portion of Contract No. 5141, Perry-Orodell Section.

About 70,000 cubic yards remain. With an operation of one shovel, two rock trucks, 1 D-8 and 1 D-9 cat for the major operation, we estimate production will average about 175 cubic yards an hour. This makes a total of 400 hours. We have also estimated the use of 2 DW 20's and another D-8 cat for an estimated 70 hours of work to complete the necessary borrow required above the 70,000 cubic yards and for cleanup, etc.

LABOR RATES

		1960	1959	Increase
Shovel Operator	400 Hours at	$3.93	$3.78	$0.15
Shovel Oiler	400 Hours at	3.17	3.02	0.15
Greasemonkey	400 Hours at	3.29	3.14	0.15
Mechanic	400 Hours at	3.75	3.60	0.15
Powderman	400 Hours at	3.10	3.00	0.10
Jackhammer Operator	400 Hours at	2.95	2.85	0.10
Laborer (2)	400 Hours at	2.95	2.85	0.10
D-9 - D-8 Tractor Operator (1 each)	400 Hours at	3.75	3.60	0.15
Blade Operator	400 Hours at	3.85	3.70	0.15
DW 20 Operator (2)	70 Hours at	3.85	3.70	0.15
Supervision	400 Hours at	4.00	3.85	0.15
D-8 Tractor Operator	70 Hours at	3.75	3.60	0.15

WAGE INCREASE + PENSION ALLOWANCE			TOTAL
Shovel Operator	400	(0.15 + 0.10)	$ 100.00
Shovel Oiler	400	(0.15 + 0.10)	100.00
Greasemonkey	400	(0.15 + 0.10)	100.00
Mechanic	400	(0.15 + 0.10)	100.00
Powderman	400	(0.10 + 0.05)	60.00
Jackhammer Operator	400	(0.10 + 0.05)	60.00
Laborer (2)	800	(0.10 + 0.05)	120.00
D-9 and D-8 Tractor Operators	800	(0.15 + 0.10)	200.00
Blade Operator	400	(0.15 + 0.10)	100.00
DW 20 Operator (2)	140	(0.15 + 0.10)	35.00
Supervision	400	(0.15 + 0.10)	100.00
D-8 Tractor Operator	70	(0.15 + 0.10)	17.50
			$1,092.50
$1,092.50 x 9.6% (Insurance) =			104.88
Total increase labor cost to Durbin			$1,197.38

The next tabulation is for Durbin's move in and move out of equipment. Actual costs for the moves are shown. Equipment was moved to and from locations shown.

MOVE OUT 1959 AND MOVE IN 1960 OF EQUIPMENT REQUIRED TO COMPLETE PROJECT

80 D Shovel	To Eugene and Return (3 loads each way)	$ 3,030.00
Flagging Shovel		591.00
2 Payloaders to Eugene and return		2,040.00
Flagging		788.00
D-9 Tractor	To Eugene and Return (2 loads each way)	2,020.00
Flagging		197.00
No. 12 Blade to Harper and Return		480.00
Two D-8 Tractors to Ladd Canyon and Return (flat rate)		200.00
Flagging		100.00
Two DW 20's to Harper and Return		667.00
Grid Roller to Harper and Return		469.00
Water Tank to Harper and Return		170.00
Service Truck, Compressor, Small Tools and Equipment to Harper and Return		350.00
		$11,082.00

The next tabulation shows loss to the contractor in connection with the withholding. Said total withholding was reduced March 1, 1960 from $83,835.15 to $55,890.10 on the recommendation of the Construction Department. We will therefore figure six months on the large figure and six months on the smaller figure on the assumption that the delay to the contractor amounts to one year total. Compton's portion of the larger amount is $17,541 and the smaller amount is $11,694.

Then for Durbin only:

$$(\$83,835.15 - \$17,541) \times \frac{.06}{2} = \$1,988.82$$

$$(\$55,890.10 - \$11,694) \times \frac{.06}{2} = 1,325.88$$

$$\$3,314.70$$

Total tangible cost to Durbin only is as follows:

Interest on Withholding	$ 3,314.70
Additional Labor Costs	1,197.38
Additional moving costs	11,082.00
Durbin Costs	$15,594.08

Following are tabulations substantiating tangible costs to J. C. Compton Company for an estimated delay of one year on their portion of Contract No. 5141, Perry-Orodell Section.

About 23,500 tons of A.C. paving remains to be done. By examining other Compton jobs, we estimate it will take a total of 35 days to move in, set up, pave, tear down and move out. The workday is estimated at a 10 hour day. The required number of men estimated are the average of men used on actual Compton jobs.

INCREASED LABOR COSTS FOR PAVING

	Increase	Over Time	Pension
Superintendent	$0.15	$0.075	$0.10
Officeman	0.15	0.075	0.10
Foremen (2)	0.15	0.075	0.10
Plant and Street Operating Engineers (25)	0.15	0.075	0.10
Laborers (5)	0.10	0.05	0.05

Superintendent	280	Hours x 0.25	=	$ 70.00
Superintendent Overtime	70	Hours x 0.325	=	22.75
Officeman	280	Hours x 0.25	=	70.00
Officeman Overtime	70	Hours x 0.325	=	22.75
Foreman	560	Hours x 0.25	=	140.00
Foreman Overtime	140	Hours x 0.325	=	45.50
Plant and Street	7,000	Hours x 0.25	=	1,750.00
Plant and Street Over time	1,750	Hours x 0.325	=	568.75
Laborers	1,400	Hours x 0.15	=	210.00
Laborers Overtime	350	Hours x 0.20	=	70.00
				$2,969.75
$2,969.75 x 9.6% (Insurance)				285.10
Total Increase				$3,254.85

About 31,000 + cubic yards of base and key remain to be done. We estimate it will take about 200 hours to do this work based on the actual average on this job of work previously done. No trucks are involved as he can hire them at the same price as last year. The number of men involved are the same as he used last year.

INCREASED LABOR COSTS FOR ROCKING

	Increase	Pension
Foreman	$0.15	$0.10
Loading and Street (Op. Engineers) (8)	0.15	0.10
Laborers	0.10	0.05

Foreman	200	Hours x 0.25	$ 50.00
Loading and Street (8)	1,600	Hours x 0.25	400.00
Laborers	200	Hours x 0.15	30.00
			$480.00
$480.00 x 9.6% (Insurance			46.08
Total Increase			$526.08

All shoulder oiling and part of the prime remain to be done. It is estimated that this will take seven 10-hour days on the basis that he can shoot 45 tons of oil a day. About 315 tons remain to be shot. Number of men involved constitute a normal Compton crew.

ADDITIONAL LABOR COSTS FOR OILING

	Increase	Over Time	Pension
Foreman	$0.15	$0.075	$0.10
Loading and Street (12)	0.15	0.075	0.10
Laborer	0.10	0.05	0.05

Foreman	56 Hours at 0.25	$ 14.00
Overtime	14 Hours at 0.325	4.55
Loading and Street (12)	672 Hours at 0.25	168.00
Overtime	168 Hours at 0.325	54.60
Laborer	56 Hours at 0.15	8.40
Overtime	14 Hours at 0.20	2.80
		$252.35
$252,35 x 9.6% (Insurance)	=	24.36
	Total	$276.71

Next are listed estimated moving out and moving in costs for the remaining rocking work. The equipment was moved, at least, from La Grande to McMinnville and back. Two days were estimated for each trip. Equipment rental rates are "ownership cost rates" as established and used by our Cost Department.

Service Truck Equipment Rental, including gas, oil, grease, P.U.C. fees	$ 136.00
Truck Driver for same	104.00
Insurance	9.98
30 Ton Equipment trailers for two rollers, blade and D-8 Tractor (4)	377.60
Truck Drivers for same	416.00
Insurance	39.92
Water wagon Equipment Rental including gas, oil, grease P.U.C. fees	136.00
Truck Driver for same	104.00
Insurance	9.98
Pickup 3/4 Ton Equipment Rental including gas, oil, grease	54.50
Driver for same	104.00
Insurance	9.98
Expenses for drivers	154.00
	$1,655.86

Next are listed estimated moving out and moving in costs for the remaining oiling work. Four days were allowed on same basis as rocking moving costs.

Service Truck Equipment Rental including gas, oil, grease, P.U.C. fees	$ 136.00
Truck Driver for same	104.00
Insurance	9.98
30 Ton Equipment trailers for blade, loader and 2 rollers including gas, oil, grease, P.U.C. fees (4)	377.60
Truck Driver for same	416.00
Insurance	39.92
6 Cubic Yard Dump Trucks, Equipment Rental, including gas, oil, grease (3)	340.80
Truck Drivers for same	312.00
Insurance	29.94
Distributor Equipment Rental including gas, oil, grease	179.20
Truck Driver for same	104.00
Insurance	9.98
Pickups Equipment Rental including gas, oil, grease (2)	108.80
Drivers for same	208.00
Insurance	19.96
Expenses for drivers	242.00
	$2,638.18

The next tabulation shows loss to the contractor in connection with the withholding. Under same basis used for Durbin, we arrive at the following figures. Compton pays only 5½ per cent interest instead of the 6 per cent Durbin pays.

$$\$17{,}541 \text{ x } \frac{.055}{2} = \$482.38$$

$$\$11{,}694 \text{ x } \frac{.055}{2} = 321.59$$

$$\$803.97$$

Compton has also only been paid 90 per cent of value of materials (rock) on hand. This amounts to 10 per cent of the 52,750 cubic yards remaining or the cost of 5,275 **yards.** Estimating this cost at $1.00 per cubic yard, we arrive at the interest on this loss as follows:

$$.055 \text{ x } 5{,}275 \text{ x } \$1.00 = \$290.12$$

Total additional cost to Compton is therefore as follows:

Labor costs in paving	$ 3,254.85
Labor costs in rocking	526.08
Labor costs in oiling	276.71
Moving for rocking	1,655.86
Moving for oiling	2,638.18
Interest on withholding	803.97
Interest on materials on hand	290.12
Total Compton loss	$ 9,445.77
Total Durbin loss	$15,594.08
TOTAL BOTH CONTRACTORS	$25,039.85

1094.09

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1960

SUBJECT: Perry-Oro Dell Section

To: Mr. Tom Edwards
Construction Engineer
Office

STATUS OF CONTRACT

1. There is approximately 70,000 cubic yards general excavation remaining on the project.

(a) 20,000 cubic yards between Stations 945 and 955. This material goes to fill area, Station 915 to 940.

(b) 30,000 cubic yards between structures at Station 955 and 970 located on "W" Line. This material also goes west to fill area Station 915 to 940.

(c) 20,000 cubic yards of material comes from old highway near Station 920. It also goes into fill area, Station 915 to 940.

2. All paving work remains to be done. However, all aggregates have been crushed and stockpiled.

3. Fill over old highway Station 935 to Station 945 must be constructed as stage work as traffic is routed over the eastbound structures and lanes.

4. Contractor could have forded river at Station 945 during portion of summer months. However, he elected not to do this and wait for bridge completion, as this would be a different operation involving building a road down a 30-foot steep bank to the river. He still could not make the fill, Station 935 to Station 945, until bridge was opened.

5. Contractor could make excavation at Station 965 but would have to haul legal loads over the portion of the old highway he would use as said highway is weak and very narrow, especially under railroad structure and detours under bridges being built near Station 959. Haul from high hill down to old road would also be difficult. Contractor elected to wait as he couldn't complete fills anyway and couldn't do paving until bridges were constructed.

STATUS OF CONTRACT (Continued)

6. Fills under bridge ends required also over detours constructed near Station 959, so traffic has to be routed over new eastbound lanes before it can be made.

MISCELLANEOUS PROVISIONS

Several structures, as indicated on the plans, are to be constructed by others during the time this contract is under way. It is expected, but not guaranteed, that the ends of structures will be completed by December 31, 1958.

Non-completion of the other work within the expected time will not, however, relieve the contractor of his obligations to entirely complete all work specified to be done under the contract. Neither will such non-completion entitle him to extra compensation of any kind.

The contractor on this contract shall conduct his operations without interference with the operations of the contractors by whom the work under separate contracts is to be performed; and he shall coordinate his operations with those of the other contractors in the most helpful manner possible.

FROM SPECS, PERRY-ORO-DELL SECTION

Embankment at the east end of the westbound structure over the Grande Ronde River and the OWR&N Railroad tracks at approximate Station 974+30 shall be completed at the earliest practicable date in order that the structure can be completed as early as possible.

If not completed by the time the structure contractor is ready to start construction, the contractor on this project will be required to make the fills around and under the ends of the completed structure without extra compensation.

The fills at the ends of all structures, except at the east end of the structure at Station 974+30 as hereinbefore set forth, shall be held back at least 50 feet from the ends of the structure until such time as the structure ends are completed sufficiently to permit proper construction of the fills. Work to be done without extra compensation.

F. B. Klaboe
Field Construction Engineer

FBK:jw

HILGARD-ORO DELL SECTION
OLD OREGON TRAIL HIGHWAY

March 13, 1958	Contract awarded
February 3, 1958	Date work started
May 6, 1958	Shut down for labor strike
May 16, 1958	Labor strike ended
July 11, 1958	Equipment operators strike started
August 14, 1958	Equipment operators strike ended
January 27, 1959	Subcontractor Compton completed all crushing
May 27, 1959	Bridge contractors struck by pile drivers
May 29, 1959	Contractor reaches a point where grading is stopped due to non-completion of 5 bridges under separate contract.
June 26, 1959	All Activity by contractor ceased due to lack of available work.
May 27, 1959	Workday county ceased due to hold up of work by bridge contractor. (153 days of 250 had been charged) 60 per cent of the work is now complete.

FBK:fp

February 3, 1960

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5141

J. C. COMPTON CO.

HIGHWAY CONSTRUCTION GENERAL CONTRACTORS

Home Office—Telephone 1061
McMINNVILLE, OREGON

March 17, 1960

[illegible]

SEE ORIG. LEASE
ATTACHED TO
LETTER OF
NOV. 18, 1958

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Please find enclosed an Extension of Lease covering property that is used as a stockpile site on Contract #5141, Perry-Oro-Dell Section.

This extension should be attached to an Assignment of Lease presently on file with the highway department.

Respectfully,

J. C. COMPTON COMPANY

Kenneth Twedt

Kenneth Twedt

KT:t
Enc.

RECEIVED
MAR 18 1960
STATE HIGHWAY COMMISSION

EXTENSION OF LEASE

THIS AGREEMENT, Made and entered into, in triplicate, this 2nd day of March,1960, by and between John J. and Verla C. Gregory, husband and wife, of La Grande, Oregon, parties of the first part, hereinafter called the Lessors, and J. C. Compton, G. L. Compton, and G. L. Rowell, Co-Partners, doing business under the name and style of J. C. Compton Co. of McMinnville, Oregon, parties of the second part, hereinafter called the Lessees,

WITNESSETH:

That said Lessors, in consideration of a total rent of $100.00 received this date, and said Lessees, hereby agree to extend the period of a lease agreement of September 2, 1958, covering property described below, for the period from March 2,1960 to December 2,1960. Lessors and Lessees agree to continue to abide by all the terms of the original lease dated September 2,1958.

Property covered by this agreement is as follows:

Beginning at a point on the Westerly boundary of a parcel of land deeded to the State of Oregon, said point being 2504.65 feet North and 2171.02 feet West of the Southeast corner of said section; thence North 3° 30' East along said boundary 302.72 feet; thence South 61°45' West 500.00 feet; thence South 28° 15' East 150.00 feet; thence North 79° 15' East 357.24 feet to the point of beginning; excepting any right of way of the Pacific Telephone and Telegraph Company and the California Pacific Power Company lying within described parcel.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first hereinabove written.

John J. Gregory
John J. Gregory — Lessor

Verla C. Gregory
Verla C. Gregory — Lessor

J. C. COMPTON CO.
Lessee

By J. C. Compton
J. C. Compton — Partner

A

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5141

March 4, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to Durbin Bros., a portion of the funds heretofore retained by the Commission on contract #5141 for structure-grading-paving the Perry-Oro Dell Section of the Old Oregon Trail in Union County.

This payment, in the amount of $27,945.05, reduces the retained percentage to 5% of the total amount earned by the contractor, or the sum of $55,890.10. The present payment will be released on or after March 14, 1960.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

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Salem, Oregon
February 29, 1960

Reduction of retained
percentage

Mr. C. H. Maison
Auditor
OFFICE

This is to authorize the reduction of the retained percentage to 5% on Contract 5141, Perry-Oro Dell Section in Union County, by approval of the Deputy State Highway Engineer.

R. L. Porter
Office Engineer

DBP:bb

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 15, 1960

SUBJECT: Perry-Orodell Section
Contract No. 5141

To: Mr. R. L. Porter
Office Engineer
Office

The withholding required on this contract falls under the general specification whereby 10 per cent is withheld until such time as 75 per cent of the total amount of the contract has been completed. When over 75 per cent of the contract has been completed, 7½ per cent or less is retained.

On contracts executed subsequent to this contract, a new procedure of ~~of~~ withholding for contracts greater than $300,000 is that a straight 5 per cent shall be withheld.

In view of the fact that this contract has been unduly delayed due to non-completion of the structural portions, it is recommended, if possible, that the withholding be reduced to the current normal 5 per cent. In connection with this reduction, if allowed, I believe the contractor's bonding company must certify their concurrence.

As of this date, the contractor has completed approximately 69 per cent of his contract.

83135.1
55190.10
27945.05

Tom Edwards
Construction Engineer

By
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc A. F. Parson

Query advised on Feb 26, 1960 that Surety Co. offered no objection to reduction in retainage
Porter

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UNITED PACIFIC
Insurance Company
HOME OFFICE - TACOMA

VICTOR S. RISLEY CO.
223 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

Insurance
Telephones: OFFICE CA 8-9301
HOME CH 4-3888

J-139(8)

5141

Mrs. Fok
Note on card

February 26, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Oregon State Highway Contract No. 5141
Durbin Bros., Contractor

Dear Mr. Query:

Confirming our telephone conversation of this morning, we advise that, "Consent of the Surety is hereby granted to reduce the retained percentage on the captioned contract from 7½% to 5%.

Yours very truly,

UNITED PACIFIC INSURANCE COMPANY

BY: Philip R. Meaney
Philip R. Meaney Attorney-in-Fact

PRM:ch

NOTED

NOTED
FLOYD QUERY

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FEB 29 1960
STATE HIGHWAY

AUTOMOBILE • FIDELITY AND SURETY • BURGLARY AND THEFT • FIRE • INLAND MARINE
LIABILITY AND PROPERTY DAMAGE • PLATE GLASS • GROUP ACCIDENT AND HEALTH

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I-139(8)

5141

Salem, Oregon
February 25, 1960

Mr. Floyd Query
Secretary to Commission
OFFICE

Perry-Oro Dell Section
Old Oregon Trail Hwy.
Union County
Contract 5141

We have been requested to reduce the retainage on the above contract from 7½% to 5% of the contract amount. There seems to be no objection to this reduction providing the surety company concurs.

Will you kindly contact Durbin Bros. surety and advise us as to whether or not they would object to this proposal.

R. L. Porter
Office Engineer

RLP:bb

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FORM E-30X—50M—6-58—13046

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I-139(8)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 25, 1960

SUBJECT:

To: 5141 Mr. Floyd Query
Secretary to Commission
OFFICE

Perry-Oro Dell Section
Old Oregon Trail Hwy.
Union County
Contract 5141

We have been requested to reduce the retainage on the above contract from 7½% to 5% of the contract amount. There seems to be no objection to this reduction providing the surety company concurs.

Will you kindly contact Durbin Bros. surety and advise us as to whether or not they would object to this proposal.

[illegible] 4-1-60
about 7½ [illegible] 2-5-60

R. L. Porter
R. L. Porter
Office Engineer

2-26 AM - Kiskey out of town. Talked to Meany, his ass't. No objection by surety to reduction - He will send us a letter of confirmation.
F.Q.

advised Porter of above 2-26 PM

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Salem, Oregon
February 2, 1960

Perry-Oro Dell Section
Highway 80N
Union County

Mr. Tom Edwards
Construction Engineer
OFFICE

Comes now J. C. Compton, who is the subcontractor handling the surfacing and paving on the Perry-Oro Dell Section of Highway 80N in Union County. Mr. Compton explained that, while he was only a subcontractor on the job, he was also representing Durbin Bros.

The Durbin-Compton problem has to do with the long delays occasioned by the fact that certain bridges, which were necessary before the grading and paving contract could be completed, were not finished and, in fact, are not finished yet. Two things are at issue: (1) Working out a schedule for completing the grading and paving, and (2) compensating the contractor for delays occasioned by the failure to construct the bridges.

I am, by a copy of this letter, asking Mr. Paxson to give us a chronology of the various bridge contracts involved; principally, when they were let, status at the moment, and when they will be completed. From this, it will be possible to work out a working schedule for the grading and paving. Mr. Compton stated that they had been told that it would not be possible to finish the bridges and to complete the grading and paving during the 1960 season. This, of course, will have to be determined.

The second phase of this matter will be to start assembling data with the idea of working out some equitable adjustment with the contractor. Will you please take appropriate action.

I am assuming that you will contact Durbin Bros. and Mr. Compton. Please keep me posted.

Forrest Cooper
Deputy State Highway Engineer

FC:fn
cc Mr. W. C. Williams
Mr. G. S. Paxson

1

2K(1)(2)(3) A

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
1959
Forrest Cooper
FOR FILING
I-139(E)
5141

August 25, 1959

Oregon State Highway Commission

Re: Report of institution of
the following cases:
Dewey M. Kleng, et ux. vs.
Walter J. Durbin, et al.;
Ralph O. Trow, et ux. vs.
Walter J. Durbin, et al.;
and
Charles J. Ossenkop, et ux. vs.
Walter J. Durbin, et al.

Gentlemen:

The above-entitled cases were filed in the Circuit Court of the State of Oregon for the county of Union and the attorney for the defendant has formally tendered the defense, and the responsibility of resulting judgment against the defendant in each case, to the State of Oregon, by and through its State Highway Commission.

According to the allegations in the complaint, all three property damage actions arise out of blasting activity of defendant Durbin Brothers in connection with their performance of Contract No. 5141 on the Perry-Oro Dell Section of the Old Oregon Trail Highway project. The plaintiffs are three of several property owners located either adjacent to or in the vicinity of our right of way in the community known as "Upper Perry" where the contractor was conducting his blasting activity which allegedly caused damage to said property.

Plaintiff Trow seeks damage in the sum of $10,000.00 as a result of alleged blast concussion damage destroying a certain water source benefiting his property. The Kleng action seeks recovery of $5,000.00 for alleged destruction by blast concussion of a water source supplying the Kleng property. The Ossenkop action seeks recovery of $7,150.00 for the alleged loss of water rights in a certain "Holden Springs" and destruction of a well on the plaintiffs' property due to blast concussion, and also damage to the dwelling house and a vehicle of the plaintiff because of the alleged invasion by debris from the blasting as well as blast concussion.

NOTED
FORREST COOPER

We have already formally rejected the defense on behalf of the Highway Commission in all three of these cases because it is our opinion that there is no ultimate liability on the part of the State of Oregon because of the immunity of the state to tort action, and the three complaints involved here are clearly founded in tort rather than on a theory of inverse condemnation.

Prior to the filing of the above cases, each of the named plaintiffs made a claim against the State Highway Commission for the damages they allege in their respective complaints. After investigation, the claim of Dewey Kleng, a Highway Department employee, was rejected for the reason that the loss of water could not, in our opinion, be substantiated, nor could he show a legal claim to title to the source of water. The Trow claim was rejected for the same reasons. Ossenkop also made a claim for loss of water in a spring known as "Holden Spring" which source was reserved to Ossenkop and others in a right of way transaction. Four other persons settled for $2,750.00, the estimated cost of a substitute water supply. Ossenkop demanded a sum far in excess of this and also claimed damages to his house and car from blast concussion. No satisfactory settlement could be made with him.

As these cases develop, and particularly if subsequent pleadings should change the theory of the various plaintiffs' cause of action, it is possible that our position in regard to these claims must change. You should be aware also that Durbin Brothers will undoubtedly seek recompense from the state for any amount that they may be required by law to pay.

However, at this point we are firmly convinced that the Highway Commission properly should reject any defense of these cases and that the Commission is free of any responsibility for any judgments which might result against the defendant in any of these cases.

I will, of course, keep you fully informed of developments.

Very truly yours,

L. I. LINDAS
Chief Counsel

MC:ds
cc: W. C. Williams
Forrest Cooper
Floyd Query
C. H. Maison
Robert Y. Thornton
P. M. Stephenson
John Phillips
I. A. DeFrance

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OFFICE OF
[illegible] ENGINEER

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I 137(8)

408 State Hwy. Bldg.
Salem, Oregon

5141 When replying, refer to
08-35.5

June 3, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached are two copies of proposed project agreement and one copy of approved detail estimate for the following project:

S-430(1) East Unit, Haines-Forest Boundary Sec. 5564

Also attached are two copies of proposed modification of Federal-aid project agreement together with one copy of approved detail estimate, for the following project:

I-80N-6(8)254 Perry-Oro Dell Section

If the project agreements are satisfactory, they should be signed and returned to this office.

Very truly yours,

C. G. Polk
Division Engineer

Encls.

FORM E-123-X 37.5M 10-58

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

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Alm

Prop. Damage

Kleng, D.M.

May 29, 1959

C. Richard Neely
c/o Helm & Neely
Attorneys at Law
West-Jacobson Building
La Grande, Oregon

Re: R-27511
Dewey M. Kleng, et ux.
Hilgard-La Grande Section
Old Oregon Trail Highway

Dear Mr. Neely:

I have for reply your letter of May 25, 1959 and appreciate your concern in obtaining a statement as to the Department's position on your clients' claim for damages. I might say that any delay that has occurred has been strictly a result of everyone in the Department trying to reach a fair decision in this case since it involves one of the Department's employees.

It is readily understandable, I believe, that before the Commission can pay compensation to a claimant, it must first be determined that the claimant is the holder of legal title to the property for which he is claiming damages. In this instance we have received a title report from the Abstract and Title Company of La Grande. The report is to the effect that so far as they can find from the records, there are no water rights appurtenant to the Kleng property.

Assuming title can be established, there is still the matter of substantiating the claim that the flow of water has been diminished as a necessary consequence of the highway construction. I believe you have previously mentioned that the damage claimed was caused by blasting. If such is true then, in our opinion, this would be a claim against the contractor since he is obliged under the contract to hold the State harmless for such acts.

Our Division Engineer's office has been unable to substantiate for us the fact that the water supply has been diminished for any reason. Without supporting data as to ownership and actual damage, this office, of course, cannot recommend the payment of any sum which may be claimed by Mr. Kleng. I have discussed this matter with Mr. Lindas, and he agrees that the position of our office must be that from the evidence furnished us to date, no satisfactory claim for damages has been submitted for which the Commission could legally pay compensation.

Yours very truly,

G. E. ROHDE
Assistant Counsel

By
FRANK C. McKINNEY
Chief, Office Section

GER:FCMcK/jmn

cc: L. I. Lindas
W. T. Wright
Forrest Cooper
A. F. Parson
K. A. Chatwood

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STATE HIGHWAY ENGINEER

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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
W. C. WILLIAMS

February 6, 1959

Prop. Damage
Kleng, Dewy

C. Richard Neely
Attorney at Law
West-Jacobson Building
La Grande, Oregon

Re: Damages sustained by
Dewy M. Kleng & Shirley J. Kleng
Perry, Oregon

Dear Mr. Neely:

Your letter to the Durbin Brothers and the Oregon State Highway Commission has been referred to me for answer.

I have asked that Mr. Ken Chatwood, a member of the Right of Way Department located at La Grande, call upon you to discuss this matter sometime next week.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:br
cc: W. C. Williams

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OFFICE OF
STATE HIGHWAY ENGINEER

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Glenn L. Jackson
Medford

I-13718)

5141

May 21, 1959

Oregon State Highway Commission

Gentlemen:

At 10:00 a.m. on May 1[illegible], 1959, permission was granted for the installation of 20-mile-per-hour construction speed signs for a bridge construction project on the Perry-[illegible] section of the Old Oregon Trail Highway west of LaGrande.

Your approval is requested for the establishment of a 20-mile-per-hour construction speed zone on that section of the Old Oregon Trail Highway, No. 6, between M.P. 257.5 and M.P. 25[illegible]. This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson
Mr. F. B. Crandall

VPJ:pk:gm

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[illegible] 1959
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[illegible]-3029
[illegible]-3110

OFFICE PH. DI 4-1153

CLARENCE DURBIN, PH. DI 4-7192
WALLACE DURBIN, PH. DI 4-3147

DURBIN BROS. CONSTRUCTION CO.

4110 West 11th
Route 5 Box 490
EUGENE, OREGON

REFERRED TO Cooper
State Highway Engineer

March 17, 1959

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Please find enclosed a copy of the letter we received from R. J. Green of La Grande concerning our project at Perry-Oro Dell contract #5141.

We are also enclosing a copy of our reply for your records.

Very truly yours,

Durbin Bros.

Wallace R. Durbin
Wallace R. Durbin
Partner

WRD:mf
enc.

Edw } please [illegible] and
Lindas } [illegible] to reply
Cooper

NOTED
FORREST COOPER
4/14/59
Lindas advises this is under control

RECEIVED
MAR 18 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible]

WALTER J. DURBIN, PH. DI 5-3029
HOWARD DURBIN, PH. DI 5-4110

OFFICE PH. DI 4-1153

CLARENCE DURBIN, PH. DI 4-7192
WALLACE DURBIN, PH. DI 4-5147

DURBIN BROS. CONSTRUCTION CO.

4110 West 11th
Route 5 Box 490
EUGENE, OREGON

March 17, 1959

R. J. Green
Sommer Building
La Grande, Oregon

Dear Sir:

We have your letter of March 11, 1959, regarding the claim of Mr. Charles Ossenkop.

In performing the work on the Perry-Oro Dell Section of highway thirty near La Grande, we followed the plans and specifications under the direction of the Resident Engineer for the State Highway Department. There was no negligence on our part in the performance of this work. If our further investigation reveals any additional information, we will be pleased to advise you.

Also the Hilgard section you referred to is the project of another contractor. Our portion of work is the Perry-Oro Dell section of highway thirty.

Very truly yours,

Durbin Bros.

Wallace R. Durbin
Partner

WRD:mf
CC: United Pacific Insurance Co.
Oregon State Highway Commission
Jack C. Hiatt, Resident Engineer
Victor S. Risley Co.

R. J. GREEN
ATTORNEY-AT-LAW
[illegible]
LA GRANDE, OREGON

March 11, 1959

Durbin Bros. Construction Co.
4110 West 11th Street
Route 5, Box 490
Eugene, Oregon

Re: Hilgard-La Grande Section
Old Oregon Trail Highway

Dear Sirs:

Mr. Charles Ossenkop has placed in my hands for action, his claim against you for damages to his property, the spring, and the well by reason of blasting on the new highway near his home at upper Perry, Oregon.

Not only is the water from the spring ruined, but the water from the well is contaminated and unfit for use. This seriously affects the living problem and the value of his home. Because of cracks in the basement wall, water is seeping into his basement quite badly. The plaster is cracked in all the rooms of the house. Three of the doors stick. The plaster on the fireplace is cracked and it is probable that the fireplace brick is also cracked.

I shall be glad to discuss this matter with you or your adjuster at any time.

Very truly yours,

R. J. Green

RJG:id

RECEIVED
MAR 18 1959
OREGON
STATE HIGHWAY COMMISSION

WALTER J. DURBIN, PH. DI 5-3029
HOWARD DURBIN, PH. DI 5-4110

OFFICE PH. DI 4-1153

CLARENCE DURBIN, PH. DI 4-7192
WALLACE DURBIN, PH. DI 4-5147

DURBIN BROS. CONSTRUCTION CO.

4110 West 11th
Route 5 Box 490
EUGENE, OREGON

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1959
FOR FILING

I-1248)
5141

REFERRED TO
Cooper
By State Highway Engineer

February 9, 1959

Helm and Neely
West-Jacobson Building
La Grande, Oregon

Gentlemen:

This is in answer to your letter of February 2, 1959, regarding the claim of Dewy M. Kleng and Shirley J. Kleng of Perry, Oregon.

In performing the work on the Perry-Odell section of highway thirty near La Grande, we followed the plans and specifications under the direction of the Resident Engineer for the State Highway Department. There was no negligence on our part in the performance of this work. If our further investigation reveals any additional information, we will be pleased to advise you.

Very truly yours,

Durbin Bros.

Wallace R. Durbin

Wallace R. Durbin
Partner

WRD:mf
cc: United Pacific Insurance Co.
Oregon State Highway Commission
Jack C. Hiatt, Resident Engineer
Victor S. Risley Co.

[illegible]

RECEIVED
FEB 11 1959
OREGON

RECEIVED
FEB 11 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FLOYD QUERY

RECEIVED
1959
FOR FILING

I-139(8)

5141

HELM & NEELY
LAWYERS
[illegible]

February 2, 1959

REFERRED TO
Cooper

REFERRED TO
W C Williams
BY SECRETARY

Copy sent also to Lindas

Via certified mail - return receipt requested

Durbin Brothers
General Contractors #5141
Route 3, Box 490
Eugene, Oregon

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Demand is hereby made upon you and each of you for the sum of $5,000.00 as damages sustained by Dewy M. Kleng and Shirley J. Kleng of Perry, Oregon, as a result of your blasting and excavations near Perry in the construction of Oregon Trail Highway Number 30.

This damage has resulted from your destruction of the spring supplying domestic and irrigation water to the Kleng's property and residence in Perry. The loss of the spring renders their property uninhabitable and therefore valueless.

Unless we hear from you within 10 days relative to the payment of these damages it shall be necessary that the Klengs seek other legal remedies for the damages you have inflicted upon them.

NOTED
W C WILLIAMS

2/6/59 Freeland advised he is handling for Cooper

Very truly yours,

HELM & NEELY

By Richard Neely

C. Richard Neely

CRN/mrc

RECEIVED
FEB 4 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB -5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

WALTER J. DURBIN, PH. DI 5-3029
HOWARD DURBIN, PH. DI 5-4110

OFFICE PH. DI 4-1153

CLARENCE DURBIN, PH. DI 4-7192
WALLACE DURBIN, PH. DI 4-5147

DURBIN BROS. CONSTRUCTION CO.

4110 West 11th
Route 5 Box 490
EUGENE, OREGON

RECEIVED

FOR FILING
I-129 (1)

5141

January 23, 1959

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed is a copy of our letter to R. J. Green, La Grande, regarding the claim of Mr. and Mrs. Rudy G. Krosting in connection with the construction of the Perry-Oro Dell Highway, contract no. 5141.

Very truly yours,

Durbin Bros.

Wallace R. Durbin
Wallace R. Durbin
Partner

WRD:mf
enc.

RECEIVED

FORREST COOPER

WALTER J. DURBIN, PH. DI 5-3029
HOWARD DURBIN, PH. DI 5-4110

OFFICE PH. DI 4-1153

CLARENCE DURBIN, PH. DI 4-7192
WALLACE DURBIN, PH. DI 4-5147

DURBIN BROS. CONSTRUCTION CO.

4110 West 11th
Route 5 Box 490
EUGENE, OREGON

January 23, 1959

R. J. Green
Attorney-At-Law
Room 16, Sommer Bldg.
La Grande, Oregon

Dear Sir:

This letter is in answer to your letter of December 24, 1958, regarding the claim of Mr. and Mrs. Rudy G. Krosting.

In performing the work on the Perry-Odell section of highway thirty near La Grande, we followed the plans and specifications under the direction of the Resident Engineer for the State Highway Department. There was no negligence on our part in the performance of this work. If our further investigation reveals any additional information, we will be pleased to advise you.

Very truly yours,

Durbin Bros.

Wallace R. Durbin
Partner

WRD:mf
cc: United Pacific Insurance Co.
Oregon State Highway Commission
Jack C. Hiatt, Resident Engineer
Victor S. Risley Co.

JAN [illegible]

A

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NOV 21 1958
FOR FILING

[illegible]

5141

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

November 18, 1958
Salem Office

SUBJECT: Contract No. 5141
J. C. Compton Company
Perry-Oro Dell Section
Old Oregon Trail

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Please find attached hereto a copy of a lease from John J. and Verla C. Gregory to the J. C. Compton Company as well as an assignment of said lease to the State Highway Commission, a title report, and a copy of a letter from Mr. Edwin A. Pease, dated November 14, 1958.

In compliance with Mr. Pease's letter, I have examined the lease, assignment and title report and believe the same to be satisfactory for the purpose of making advance payments.

I have had Mr. Leonard Lindas accept the assignment on behalf of the State Highway Commission.

Frank C. McKinney
FRANK C. McKINNEY
Chief, Office Section

FCMcK:RN
ENCL.
cc: Mr. Tom Edwards
Mr. L. I. Lindas

REFERRED TO
Young
BY DEPUTY STATE HIGHWAY ENGINEER

Pease

RECEIVED
NOV 18 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—6-58—13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1958

RECEIVED

SUBJECT:

To: Mr. Leonard I. Dindas
Chief Counsel
State Highway Department
Salem, Oregon

Herewith copy of a lease, copy of an assignment of lease and a preliminary title report covering an area on the Perry-Oro Dell Contract, No. 5141, on which the contractor has stockpiled materials and for which he wishes to receive payment. Please review these documents and if in order, forward to Mr. Cooper fo approval and further disposition.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

Attachments

LEASE

THIS AGREEMENT, Made and entered into, in triplicate, this 2nd day of September, 1958, by and between John J. and Verla C. Gregory, husband and wife, of La Grande, Oregon, parties of the first part, hereinafter called the Lessors, and J. C. Compton, G. L. Compton, and G. L. Rowell, Co-Partners, doing business under the name and style of J. C. Compton Co. of McMinnville, Oregon, parties of the second part, hereinafter called the Lessees,

WITNESSETH:

That said Lessors, in consideration of the rents hereinafter agreed to be paid, and the conditions and covenants hereinafter agreed to be kept and performed by said Lessees, do hereby rent, remise, lease and let, and said Lessees do hereby rent and take from said Lessors, all that real property situate in Union County, State of Oregon, described as follows, to-wit:

Beginning at a point on the Westerly boundary of a parcel of land deeded to the State of Oregon, said point being 2504.65 feet North and 2171.02 feet West of the Southeast corner of said section; thence North 3° 30' East along said boundary 302.72 feet; thence South 61° 45' West 500.00 feet; thence South 28° 15' East 150.00 feet; thence North 79°15' East 357.24 feet to the point of beginning; excepting any right of way of the Pacific Telephone and Telegraph Company and the California Pacific Power Company lying within described parcel.

Bearings used herein are based upon the Oregon co-ordinate system, North zone.

TO HAVE AND TO HOLD the said premises, with appurtenances, for the term of 18 months, commencing on the 2nd day of September, 1958, for a total rent of $200.00.

That said Lessees do hereby covenant and agree that said leased premises shall be used as a site for stock-piling crushed rock, said leasees having a contract with the Oregon State Highway Department to crush rock in connection with the improvement and re-location of the Perry - Oro - Dell Section of State Highway 30, Union County; that said Lessees will not assign this lease, nor let, nor sub-let the whole, or any part, of said premises without the permission and consent of said Lessors being first had and obtained, with the exception of the State Highway Commission; that at the termination of this lease they will quit

THIS AGREEMENT, Made and entered into, in triplicate, this 2nd day of September, 1958, by and between John J. and Verla C. Gregory, husband and wife, of La Grande, Oregon, parties of the first part, hereinafter called the Lessors, and J. C. Compton, G. L. Compton, and G. L. Rowell, Co-Partners, doing business under the name and style of J. C. Compton Co. of McMinnville, Oregon, parties of the second part, hereinafter called the Lessees,

WITNESSETH:

That said Lessors, in consideration of the rents hereinafter agreed to be paid, and the conditions and covenants hereinafter agreed to be kept and performed by said Lessees, do hereby rent, remise, lease and let, and said Lessees do hereby rent and take from said Lessors, all that real property situate in Union County, State of Oregon, described as follows, to-wit:

Beginning at a point on the Westerly boundary of a parcel of land deeded to the State of Oregon, said point being 2504.65 feet North and 2171.02 feet West of the Southeast corner of said section; thence North 3° 30' East along said boundary 302.72 feet; thence South 61° 45' West 500.00 feet; thence South 28° 15' East 150.00 feet; thence North 79°15' East 357.24 feet to the point of beginning; excepting any right of way of the Pacific Telephone and Telegraph Company and the California Pacific Power Company lying within described parcel.

Bearings used herein are based upon the Oregon co-ordinate system, North zone.

TO HAVE AND TO HOLD the said premises, with appurtenances, for the term of 18 months, commencing on the 2nd day of September, 1958, for a total rent of $200.00.

That said Lessees do hereby covenant and agree that said leased premises shall be used as a site for stock-piling crushed rock, said leasees having a contract with the Oregon State Highway Department to crush rock in connection with the improvement and re-location of the Perry - Oro - Dell Section of State Highway 30, Union County; that said Lessees will not assign this lease, nor let, nor sub-let the whole, or any part, of said premises without the permission and consent of said Lessors being first had and obtained, with the exception of the State Highway Commission; that at the termination of this lease they will quit and surrender said premises in as good condition as reasonable use and wear thereof will permit.

And said Lessors do hereby covenant that, upon the payment of the rent, and the performance of all conditions and covenants by said Lessees, as herein provided and specified and agreed, said Lessees shall peacefully and quietly hold and enjoy the above described premises during the full term herein named and specified.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first hereinabove written.

[illegible] J. Gregory
Lessor

Verla C. Gregory
Lessor

J. C. COMPTON CO.
Lessee

By J. C. Compton
Partner.

ASSIGNMENT OF LEASE

For value received J. C. Compton Co.,
Name

contractor on highway (bridge) construction contract No. 5141, does hereby sell, transfer, assign, and set over to the Oregon State Highway Commission, for the duration of said contract, all its right, title, and interest in and to the lease affixed hereto, reserving the right to go upon and use the leased premises for the purposes of said contract, and, further, does agree to indemnify and hold harmless the said Highway Commission, its members, officers, employees, and agents against any and all claims or damages which may result from the use of the property covered by said lease during the term of this assignment.

Attachments:

1. Copy of lease from John J. and Verla C. Gregory (lessor) to J. C. Compton Co. (contractor-lessee) dated 9/2/58, covering a parcel of land in Section 36, Township 2S, Range 37E, W. M., Union County, Oregon.

2. Title report of lessor.

September 2, 1958
Date

La Grande, Oregon
Place

J. C. Compton Co.
Contractor

By

STATE OF OREGON)
County of Union) ss.

On this 2 day of September, 19 58, personally came before me, a Notary Public in and for said county and state, the within named

G. L. Compton

to me personally known to be the identical person described in, and who executed, the within instrument, and who each personally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

Notary Public for Oregon
My Commission Expires July 7, 1961

ACCEPTANCE RECOMMENDED:

Deputy State Highway Engineer

ACCEPTED, on behalf of the State Highway Commission

Chief Counsel

THE ABSTRACT & TITLE COMPANY

Abstracts - Title Insurance - Escrows

B. F. WYLDE, President

LA GRANDE, OREGON

Union County Representative of
TITLE AND TRUST COMPANY
Portland, Oregon

November 7th, 1958

J. C. Compton Co.,
c/o Mr. G. L. Compton,
Sacajawea Hotel,
La Grande, Oregon

Gentlemen:

Re: Our Order 3872 - Gregory

We are prepared to issue leasehold form title insurance policy through Title and Trust Company of Portland, Oregon, in an amount satisfactory to all concerned,

As of:

November 7th, 1958 at 8:00 o'clock A.M.,

As to:

Beginning at a point on the westerly boundary of a parcel of land deeded to the State of Oregon (deed book 140 page 152), said point being 2504.65 feet North and 2171.02 feet West of the Southeast corner of Section 36, in Township 2 S., R. 37 East, W.M., Union County, Oregon; thence North 3° 30' East along said boundary 302.72 feet; thence South 61° 45' West 500.00 feet; thence South 28° 15' East 150.00 feet; thence North 79° 15' East 357.24 feet to the point of beginning.

Situate in the County of Union, State of Oregon;

Title now vests in:

...............JOHN J. GREGORY...............
(whose wife appears as Verla C. Gregory)

Lessee to be insured:

..J. C. COMPTON, G. L. COMPTON, and G. L. ROWELL..
Co-partners, doing business under the name and style of J. C. COMPTON CO.

Subject to the usual printed exceptions in the standard title insurance policy of said Title and Trust Company, and

1. Taxes assessed to John J. Gregory on the 1958-59 rolls, for the fiscal tax year beginning July 1, 1958 (said assessment including adjoining property and not segregated) amount $54.32

2. EASEMENT, including the terms and provisions thereof, granted by A. F. Ingram and Bessie M. Ingram, husband and wife (former owners) to Eastern Oregon Light and Power Company, a corporation, dated October 1, 1940, recorded in book 103 at page 247

----

of the deed records of Union County, Oregon. Grants a permanent easement and right of way for electric transmission and distribution pole line, including anchors, guy wires, telephone and telegraph wires, and perpetual right to transmit electric current over and across the S½ Sec. 36, Twp. 2 S., R. 37 EWM; (and other land); also grants right of ingress and egress across adjacent land for construction, maintenance and repair.

CALIFORNIA-PACIFIC UTILITIES COMPANY is successor in interest to Eastern Oregon Light & Power Company.

3. EASEMENT, including the terms and provisions thereof, granted by A. F. Ingram and Bessie M. Ingram, his wife (former owners) to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a California corporation, dated October 10, 1941, recorded in book 103 at page 548 of the deed records of Union County, Oregon. Grants a perpetual easement and right of way for poles, anchors or underground cables and appurtenances across the NW¼SE¼ and S½NE¼ Sec. 36, Twp.2 S., R. 37 EWM, and other land; also right of ingress and egress for maintenance, repair or removal.

4. EASEMENT, including the terms and provisions thereof, acquired by United States of America for Pendleton-LaGrande (Bonneville) transmission line 100 feet in width on and across that part of the premises covered in this report lying in the S½ of NE¼ said Sec. 36. Said easement was taken by condemnation proceedings evidenced by order of the District Court of the United States, District of Oregon, dated September 30, 1942, recorded in Book 104 at page 333 of the deed records of Union County, Oregon.

THIS REPORT is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued, and the full premium therefor paid, within 90 days from date of this report.

Yours very truly,

THE ABSTRACT & TITLE COMPANY,

By B F Wylde

B.F.Wylde
President

BFW:k
Orig.& cc

A

RECEIVED
OCT 22 1958
FOR FILING

I-1398

5141

October 21, 1958

Oregon State Highway Commission

Gentlemen:

On July 31 and August 1, 1958 action was taken establishing a 35-mile-per-hour construction speed zone on the Perry-Oro Dell Section of the Old Oregon Trail between mile point 255.54 and mile point 258.33.

On the westerly portion of this section it now appears necessary to establish a lower speed zone. On October 16, 1958 at 11:00 A.M. authority was granted for the installation of a 30-mile-per-hour construction speed zone on the section between mile point 255.30 and mile point 255.70. It is recommended that the action of July 31 and August 1, 1958 be amended to provide for the 30-mile-per-hour construction speed zone as outlined above.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

VPJ:kg:ar

cc to: F. B. Crandall

RECEIVED
OCT 21 1958
FOR FILING
I-139 (9)

541

When replying, refer to:
DS-33.4

October 8, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project No. I-80N-6(9)254
Perry-OroDell Section of the
Old Oregon Trail Highway
Order for State Force Work dated
September 8, 1958 - Seeding and
Mulching - Estimated Cost $5,225,
Federal Funds $4,700

Dear Sir:

Reference is made to your letter dated September 19, 1958 concerning the subject order.

We are today approving the use of State force as being in the public interest in this case for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and special equipment to perform the work most economically.

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

original to District

SIGNED
FORREST COOPER

RECEIVED
SEP [illegible] 1958
FOR FILING

341

September 19, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224, 230 covering seeding and mulching on the Perry - Ore Dell Section of the Old Oregon Trail Highway in Union County, Contract No. 5141, in connection with Federal Aid Project No. I-80N-6(9)254 [I-139(8)].

The work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews to do the work more economically than by separate contract.

Your approval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $5,225 with Federal participation of $4,700.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Encl.-

RECEIVED
JUN 30 1958
FOR FILING

1-139(2)

5141

A

June 30, 1958

Oregon State Highway Commission

Gentlemen:

Construction has been started on the Perry-Oro Dell Section of the Old Oregon Trail, west of La Grande, and a 35-mile-per-hour construction speed zone has been posted in this section. Your approval is recommended covering the establishment of this 35-mile-per-hour speed zone on the Perry-Oro Dell Section of the Old Oregon Trail Highway, No. 6, between M.P. [illegible].94 and M.P. [illegible].33.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. P. M. Stephenson
Mr. F. B. Crandall

VPJ:pk hi

RECEIVED
JUN 23 1958
FOR FILING

1-[illegible]

5141

Salem, Oregon
June 23, 1958

Agreement covering encroachments on railroad right of way on Perry-Oro Dell Section in Union County

Mr. J. . DeSouza
Assistant Counsel
Office

Attached for further handling are three copies of an agreement between the State Highway Commission, Union County and the Oregon-Washington Railroad & Navigation Company covering encroachments on the Railroad Company's right of way in the Perry-Oro Dell Section in Union County.

These copies have been executed by the State Highway Commission and are now ready for the signatures of the officials of the Railroad Company and Union County. When fully signed please return one copy to this office for the Commission's files.

Secretary

rm
Attach: 3

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 18, 1958

SUBJECT: Agreement covering encroachment on railroad right of way on Perry-Oro Dell Section in Union County

To:

Mr. H. B. Glaisyer

141

Herewith in triplicate agreement between the State Highway Commission, Union County, the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company covering encroachments on the Railroad Companies' right of way in the Perry-Oro Dell Section in Union County. These are ready for execution by the Highway Commission.

When executed please return all three copies to Mr. DeSouza so that he may have them executed by Union County and the Railroad Companies.

G S Paxson
G. S. Paxson

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. J. W. DeSouza
Mr. R. L. Porter

AUTHORIZED BY HIGHWAY COMMISSION
DATE Contract 5141 has been awarded to Durbin Bro. for Constrn on this section
Floyd Query
Ass't Secretary

RECEIVED
JUN 18 1958
FOR FILING

[illegible]

5141

Salem, Oregon
June 18, 1958

Agreement covering encroachment on railroad right of way on Perry-Oro Dell Section in Union County

Mr. H. B. Glaisyer

Herewith in triplicate agreement between the State Highway Commission, Union County, the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company covering encroachments on the Railroad Companies' right of way in the Perry-Oro Dell Section in Union County. These are ready for execution by the Highway Commission.

When executed please return all three copies to Mr. DeSouza so that he may have them executed by Union County and the Railroad Companies.

G. S. Paxson

GSP:gn
Attach.

cc Mr. W. C. Williams
Mr. J. W. DeSouza
Mr. R. L. Porter

Mr. DeSouza: Please note request that we fill in date of execution.

G.S.P.

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

JUNE 16, 1958

File Ref. D 315 - 2 - 73

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Assistant State Highway Engineer

Dear Sir:

Perry - Oro Dell Section, Old Oregon Trail Highway

Attached for consideration are 3 signatory copies of draft of agreement between the State of Oregon, Union County and the Railroads, covering the captioned section of highway.

The agreement grants longitudinal easements in 5 Parcels. The County is made a party to the agreement for the purposes of relinquishing whatever rights it may have in the existing encroachments in Parcel 1; its rights within the tinted portion of the easement at Bridge 286.39 in Parcel 2, and its rights in Parcel 3 as indicated by the area outlined in Green. A consideration of $126.00 is asked as indicated in Section 1(b).

Please review the document and if satisfactory arrange for its execution onbehalf of the Highway Commission and Union County, after which all 3 counterparts should be returned to me for submission to my principals. When the agreement has been completed a fully-executed counterpart will be furnished you and Union County for your respective records. In executing the agreement, please fill in the date of execution in the first line on page 1. You will note the agreement has been made effective February 1, 1958 which is the date of the railroad protective insurance furnished by Durbin Bros.

Yours very truly,

G H Baker
G. H. Baker,
Superintendent

encs.

RECEIVED
JUN 18 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 1 1958
FOR FILING

[illegible]

5741

May 1, 1958

County Court of Union County
Court House
La Grande, Oregon

Gentlemen:

We are enclosing for the records and files of Union County a fully executed copy of a supplemental agreement between the State Highway Commission and Union County covering the Perry-Oro Dell Section of the Old Oregon Trail Highway in Union County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAY 6 1958
FOR FILING

I-139(1)
5141

MISC. CONTRACTS and
AGREEMENTS No. 1231

Salem, Oregon
May 1, 1958

Supplemental Agreement
Perry-Oro Dell Section
Old Oregon Trail Highway No. 6
Union County

423

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of a supplemental agreement with Union County covering the Perry-Oro Dell Section of the Old Oregon Trail Highway in Union County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Union County.

Secretary

rn
Attach: 1

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 22, 1958

SUBJECT: Supplemental Agreement
Perry-Oro Dell Section
Old Oregon Trail Highway No. 6
Union County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the subject named project. Two copies of the agreement have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This agreement covers closure of certain dedicated streets in the platted town of Oro Dell.

The project was approved by the Commission on August 16, 1956.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date April 23, 1958

APPROVED BY HIGHWAY COMMISSION
8-16-56 Minute Page 48
Secretary

RECEIVED
APR 23 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 830—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26,1958

SUBJECT: Supplemental Throughway Agreement
Perry-Oro Dell Section
Old Oregon Trail Highway
Union County

To: G. S. Paxson
Ass't State Highway Engineer

OFFICE

Attached hereto, are seven copies of the above named agreement requested by your letter of March 14th.

Seven exhibit maps were sent to this office; one of which we are attaching to our file copy.

GLEN V. SORENSEN
Staff Attorney

GVS:mmb
Attachments

RECEIVED
MAR 27 1958
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
APR 24 1958
FOR FILING
[illegible]
5141

April 23, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 235 covering adjustment of the Pacific Telephone and Telegraph Company pole lines on the Perry-[illegible] Section of the Old Oregon Trail Highway in Union County, Contract No. 5141, in connection with Federal Aid Project No. I-139([illegible]).

This work is necessary to clear for construction. The obligation of the State to reimburse the Company is established by the attached copies of the Assistant Counsel's letter. Copies of the Company's estimate and sketches showing the proposed work are also attached. This work has not been done.

Your approval of this order under the provisions of PPM-30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:gr

RECEIVED
APR 23 1958
FOR FILING

I 15[illegible]
51-11

April 22, 1958

Mr. C. W. [illegible]
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 205 covering adjusting West Coast Telephone Company's lines on the Perry-[illegible] Section of the Old Oregon Trail Highway in Union County, Contract No. 5142, in connection with Federal Aid Project No. I-[illegible].

This work is necessary to clear for construction. The obligation of the State to reimburse the Company is established by the terms of the [illegible] [illegible], copies of which are attached. Copies of the Company's estimate and sketch showing the proposed work are also attached.

Your approval of this order under the provisions of PPM 30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Incl.

FORM E-123X 50M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
APR [illegible]
FOR FILING

April 21, 1958

Pacific Telephone and Telegraph Company
410 N. E. Clackamas
Portland 12, Oregon

Re: Perry-Oro Dell Section
R.O. 43927

Attention Mr. I. F. Krase

Gentlemen:

In reference to your letter to Mr. Hiatt dated April 14, 1958, you are hereby informed that Mr. DeSouza's letter of January 21, 1958 constitutes authorization for you to bill us for this work. Your attention is directed to the last sentence of Mr. DeSouza's letter which states "Your billing also should be sent to Mr. Hiatt."

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

cc Forrest Cooper ✓
J. W. DeSouza

NOTED
FORREST COOPER

RECEIVED
APR 21 1958
STATE HIGHWAY ENGINEER

RECEIVED
APR 18 1958
FOR FILING
I-[illegible]
541

April 16, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. [illegible] covering adjusting the California-Pacific Utilities Co. Power line on the Perry-[illegible] Section of the Old Oregon Trail Highway in Union County, Contract No. [illegible], in connection with Federal Aid Project No. I-[illegible].

This work is necessary to clear for construction. The obligation of the State to reimburse the company is established by letters of the Assistant Counsel, copies of which are attached. Copies of the Company's estimate and sketches of the work are also attached.

Your approval of this order under the provisions of PPM-30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

FORM E-123

RECEIVED
APR 1 1958
FOR FILING

I-12[illegible]

5141

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Mar. 31, 1958

Durbin Bros.
Route 5, Box 490
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5141, awarded March 13, 1958, for structure, grading and paving on the Perry-Oro Dell Section of the Old Oregon Trail Highway in Union County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 31 1958

FOR FILING
[illegible]

5141

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28, 1958

SUBJECT:

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

The subcontract between Durbin Bros. and Henry Marshall covering Items 31 to 35 inclusive on the Perry-Oro Dell Contract, No. 5141, Oregon I-139 (8) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: One previous subcontract for $437,083.00. This subcontract $61,380.00 for a total of $498,463.00 or 44.59%

NOTED
[illegible]

RECEIVED
MAR 28 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 31 1958
FOR FILING
I-139(8)

5141

March 26, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering state share of flagging costs on the Perry-Oro Dell Section of the Old Oregon Trail Highway in Union County, Contract No. 5141, in connection with Federal Aid Project No. I-139(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Bucher

RECEIVED

FORM E-90X

FOR FILE

I-139 (8)

5141

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 25, 1958

SUBJECT:

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

A subcontract between Durbin Bros. and J. C. Compton Company covering Items 16 to 30 inclusive on the Perry-Oro Dell Contract, No. 5141, Oregon I-139 (8) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract on this project amounting to $437,083.00 or 39.1%

RECEIVED
FILED
MAR 25 1958
FORREST COOPER
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
MAR 19 1958
FOR FILING

I-[illegible]
5141

March 19, 1958

Mr. R. E. Haacke, Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of contract No. 5141 and plans covering structural, grading, stone base and paving work on the Perry-Oro Dell Section of the Old Oregon Trail Highway in Union County.

In general, the grading work to be performed under the contract is south of and parallel to your company's tracks. The overcrossing structure over your tracks near the east end of the project is to be constructed under a separate contract to be let at a later date.

Provisions call for the contractor to protect your company's tracks, facilities or any communication lines and appurtenances thereof and also that he furnish railroad protective and liability insurance in addition to his regular insurance coverage.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

JWT:ia

cc: G. S. Paxson
J. W. DeSouza
R. M. Brown, Dist. Engr.
Union Pacific Railroad Co.
829 Pittock Block
Portland 5, Oregon

A

RECEIVED
MAR 19 1958
FOR FILING
[illegible]
5141

March 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 3, 1958, on Contract No. 5141, Perry-Oro Dell Section, in Union County, in connection with Federal Aid Project No. I-139(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DEP:ia

RECEIVED
MAR 17 1958
FOR FILING

I [illegible]

5141

Salem, Oregon
March 14, 1958

Supplemental Throughway Agreement
Perry-Oro Dell Section
Old Oregon Trail Highway
Union County

Mr. Leonard I. Lindas
LEGAL

Since preparation of the original subject named agreement it has been found that many years ago the town of Oro Dell was dedicated and recorded and never vacated. Since some of the dedicated streets intersect the right-of-way of the subject named project, it will be necessary to close them. Please prepare an agreement covering the following points:

RECITALS: Standard paragraph.

THINGS TO BE DONE BY STATE:

1. State shall close the following dedicated streets at the following locations and in the following manner:

a. B Street at the northerly right-of-way boundary line of the throughway as shown by means of a red line on the attached Exhibit "A."

b. A Street at the northerly and southerly right-of-way boundary lines of the throughway as shown by means of red lines on the attached Exhibit "A."

c. Third Street at the northerly and southerly right-of-way boundary lines of the throughway as shown by means of red lines on the attached Exhibit "A."

d. Fourth Street at the northerly right-of-way boundary line of the throughway as shown by means of a red line on the attached Exhibit "A."

e. Division Street at the northerly right-of-way boundary line of the throughway as shown by means of a red line on the attached Exhibit "A."

THINGS TO BE DONE BY COUNTY:

1. County consents to the closure of those dedicated streets

as described in paragraph 1 under THINGS TO BE DONE BY STATE.

Please prepare seven copies of the agreement in addition to any required by the Legal Division. Seven copies of the exhibit are attached for the agreement.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: Tom Edwards
C. G. Swenson

RECEIVED
MAR 17 1958
FOR FILING

OREGON DISTRICT
I-139(8)
08:35
5141

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

March 13, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project I-139(8), Perry-Oro Dell Section of the Old Oregon Trail Highway, we hereby concur as of this date in award of Contract No. 5141 to Durbin Brothers of Eugene, Oregon, low bidder in the amount of $1,117,802.00 at the January 16, 1958 bid opening.

Very truly yours,

C G Polk
C. G. Polk
Division Engineer

RECEIVED
MAR 18 1958
FOR FILING

[illegible]

5141

March 13, 1958

Durbin Brothers
Route 5, Box 49
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958 accepted your proposal for grading and paving and construction of a 236-foot reinforced concrete bridge on the Perry-Oro Dell Section of the Old Oregon Trail Highway, Union County, for the sum of $1,117,802 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5141.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington
Attn: Dorothy McCormack

Mr. Lowell Richards
c/o Daily Journal of Commerce
83 Columbia Street
Seattle 4, Washington

R. G. Savage (SIAC)
Tom Edwards
S. H. Probert

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 13, 1958

Durbin Bros.
Eugene, Oregon

Contract for Perry-Oro Dell Section of Old Oregon Trail Highway, Union County, for which you submitted low bid on January 16, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
C. W. Head
Files ✓

RECEIVED
MAR 17 1958
FOR FILING

I 13([illegible])

5141

March 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, paving and bridge construction work on the Perry-Oro Dell Section of the Old Oregon Trail in Union County, Project I-139(8), to Durbin Bros. of Eugene, Oregon, on the basis of the bid of $1,117,802.00 submitted on January 16, 1958.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SHP:bb

RECEIVED
MAR 5 - 1958
FOR FILING

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I-1-29(8)

5141

March 4, 1958

Mr. R. E. Haacke
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Dear Sir:

Some time ago you wrote questioning the stability of the stream bank adjacent to your railroad where we are making a channel change at Station 960 on the Perry-Oro Dell Section in Union County.

The slope at the bank at this channel change is being built at a 1½:1 slope from the bottom of the channel. The top of the slope does not come closer than 3 or 4 feet to the railroad right of way. The material is common excavation, at least down to the elevation that we have dug to date, but it is our plan that we will over excavate and backfill with heavy rock to a height of approximately 10 feet above the stream bed in those sections where stable material is not encountered.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. R. M. Brown
District Engineer
Union Pacific Railroad Company
Portland, Oregon

Mr. W. C. Williams
Mr. Tom Edwards

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
February 14, 1958

SUBJECT: Channel Change
Station 960
Perry-Ore Dell Section
Old Oregon Trail Highway

To:

Mr. A. F. Parson
Division Engineer
La Grande

In regard to the channel change at Station 960, which is being viewed with apprehension by the Union Pacific Railroad, please be informed:

The back slope for our channel change is being built on an 1½ to 1 slope from a 90 foot bottom width of channel. This slope clears the railroad right of way by three or four feet at the closest point and is in common material down to the elevation to which we have worked to date, which is within about five feet of channel bottom.

My plan at the moment is to complete the channel excavation, as staked, and under-cut the back slope a sufficient distance that it may be backfilled with heavy rock to a height of ten feet above channel level, where stable material is not encountered.

This should adequately protect the railroad property.

J C Hiatt
J. C. Hiatt
Resident Engineer

JCH:js

NOTED
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CONSTRUCTION DIVISION
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FEB 17 '58
NOTED- ☑ ☐ ☐ ☐ ☐
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FEB 21 1958
FOR FILING

I 13900

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Salem, Oregon
February 20, 1958

Perry-Oro Dell Section, US30

Mr. A. F. Parson

A few days ago, the Union Pacific Railroad Company called us by phone concerning the possibility of erosion at the channel change in the vicinity of Highway Station 960 on the Perry-Oro Dell Section. I am attaching a copy of a letter from them concerning this matter and would suggest that you watch the stream action at this point.

G. S. Paxson

GSP:gn
Attach.

cc Mr. W. C. Williams
Mr. Tom Edwards

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 12, OREGON

FEBRUARY 18, 1958

(File Ref. D 315-2-73)

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Ass't. State Highway Engineer

Dear Sir:

Perry - OroDell Section, U. S. #30

Referring to telephone communication from the Division Engineer's office, February 14th, concerning unstable character of material being encountered in excavation in Channel Change in vicinity of Highway Station 960:

In the area of this Channel Change the railroad right-of-way is relatively narrow and the slopes of the new channel will not leave much berm protecting the railroad. It will be appreciated if you will keep watch of this condition to the end that our railroad grade is not jeopardized and that adequate protection is provided the railroad.

Yours very truly,

G. H. Baker
G. H. Baker,
Superintendent

NOTED
G. S. PAXSON

RECEIVED
FEB 19 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
FORM E-30X—25M—8-55—86209

I-139(8)

5141

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 4, 1958

SUBJECT: Perry-Oro Dell Unit
Old Oregon Trail
Union County

To: Mr. Tom Edwards
Construction Engineer
OFFICE

Right of Way acquisitions in the vicinity of Upper Perry have been taken, subject to the owners' rights in what is known as Holden Springs.

It is my understanding that we are going to make an effort to preserve these Springs, and should this be the case, and should we be successful, no complications should arise in the future. However, if we should disturb, destroy, or materially diminish the flow from these Springs, the property owners in this area will have a claim against the State.

It will be appreciated if you will notify us, as construction progresses, as to what the status of this water source will be.

WALTER T. WRIGHT
Ass't. Right of Way Engineer

WTW:IH
(in duplicate)
cc: W. C. Williams

RECEIVED
1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-139(8)

5141

February 3, 1958

California-Pacific Utilities Company
107 Elm Street
LaGrande, Oregon

Re: California-Pacific Utilities Company
Power Line Adjustment
Perry-Oro Dell Section
Old Oregon Trail Highway
Union County

Gentlemen:

On January 28 I wrote you regarding the moving of your facilities on the above titled project.

Since that time I have been advised that your line across the quarry site was covered by easements to you secured prior to the acquiring of title by the State.

Under the circumstances, if it is necessary to adjust the line running through the quarry site, it will be the obligation of the Highway Commission to reimburse you for such expense on the same basis as work to be done on other facilities for which you hold easements.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. Tom Edwards
Mr. A. F. Parson
Mr. J. C. Hiatt
Mr. F. W. Farrar

RECEIVED
FEB 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 8-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN 2[illegible]
FOR FILING

I-139(8)

5141

January 28, 1958

California-Pacific Utilities Company
107 Elm Street
LaGrande, Oregon

Re: California-Pacific Utilities Company
Power Line Adjustment
Perry-Oro Dell Section
Old Oregon Trail Highway
Union County

Gentlemen:

Bids on the above titled project were received on January 16, 1958, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

The adjustments involve the relocation of a line along the frontage road between Stations FR 829 and 866, and the removal of service line crossings near Stations 913, 918, and 967. Also, it may be necessary to adjust the line that goes through the quarry site which is northerly from Station 928. One pole near Station 851 is on State right of way under the terms of Permit No. 1512, dated December 5, 1940, but all the rest of the existing facilities are on private property by verbal or recorded easements. The company has easements for these lines recorded in Book 103, Page 235; Book 103, Page 246; Book 103, Page 247; and Book 112, Page 63.

With the exception of the pole near Station 851 and the line through the quarry site, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of the facilities, exclusive of any improvements in the value thereof not made necessary by the rearrangement, with credit for proper salvage values derived from your existing facilities.

In order that the Highway Commission may comply with the conditions of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957, it is requested that you submit to Mr. J. C. Hiatt, Resident Engineer, LaGrande, Oregon, an estimate of the cost of the work. This estimate should be segregated as to labor, equipment rentals, materials, miscellaneous expenses and estimated salvage. Your billing also should be sent to Mr. Hiatt.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. F. Parson
Mr. J. C. Hiatt
Mr. F. W. Farrar

RECEIVED
JAN 28 1958
OFFICE OF
STATE HIGHWAY ENGINEER

COOPER

FORM E-128X 50M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN 29 1958
FOR FILING

I-139(8)
5141

January 28, 1958

West Coast Telephone Company
315 Cedar Street
Beaverton, Oregon

Re: West Coast Telephone Company
Telephone Line Adjustment
Perry-Oro Dell Section
Old Oregon Trail Highway
Union County

Gentlemen:

Bids on the above titled project were received on January 16, 1958, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

The adjustment necessitates the removal and relocation of the existing facility along the frontage road between Stations FR 812 and FR 848, along the main line between Stations 848 and 944, and along the access road to the quarry site northeasterly from Station 948. With the exception of 4 poles on county road right of way between Stations FR 832 and FR 839, all the existing facilities are on private property by verbal easement or by one or more of the following recorded easements: Book 79, Page 351; Book 79, Page 353; Book 79, Page 355, Book 79, Page 359; Book 79, Page 360; Book 79, Page 551, Book 79, Page 555; Book 90, Page 245; and Book 90, Page 463.

With the exception of the four poles located on County right of way between Stations FR 832 and FR 839, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of the facilities, exclusive of any improvements in the value thereof not made necessary by the rearrangement, with credit for proper salvage values derived from your existing facilities.

In order that the Highway Commission may comply with the conditions of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957, it is requested that you submit to Mr. J. C. Hiatt, Resident Engineer, LaGrande, Oregon, an estimate of the cost of the work. This estimate should be segregated as to labor, equipment rentals, materials, miscellaneous expenses and estimated salvage. Your billing also should be sent to Mr. Hiatt.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. Tom Edwards
Mr. A. F. Parson
Mr. J. C. Hiatt
Mr. F. W. Farrar

RECEIVED
JAN 28 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 23 1958
FOR FILING

I-139(8)

5141

Salem, Oregon
January 23, 1958

MISC. CONTRACTS and
AGREEMENTS No. 1931

Throughway Agreement, Union County
Perry-Oro Dell Section
Old Oregon Trail Highway No. 6

Mr. C. G. Swenson
Engineer, City & County Relations Dept.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached are five photo copies of the signature page and one unsigned copy of an agreement with Union County covering the Perry-Oro Dell Section of the Old Oregon Trail Highway in Union County.

A fully executed copy of the above throughway agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Union County.

Secretary

rn

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10, 1958

SUBJECT: Throughway Agreement, Union County
Old Oregon Trail Highway No. 6
Perry-Oro Dell Section

To: Mr. G. S. Paxson
OFFICE

L

REFERRED TO Glaisyer
By State Highway Engineer

Attached are three copies of the subject named agreement. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on August 16, 1956.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 8-16-56 Minute Page 48
Lloyd Query
Asst. Secretary

RECEIVED
JAN 24 1958
FOR FILING
I-139(8)

5141

January 23, 1958

County Court of Union County
Court House
La Grande, Oregon

Gentlemen:

We are enclosing for the records and files of Union County a fully executed copy of a throughway agreement between the State Highway Commission and Union County covering the Perry-Oro Dell Section of the Old Oregon Trail Highway in Union County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

FORM E-123X 80M 8-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN 23 1958
FOR FILING
I-139 (8)

5141

January 21, 1958

~~Pacific Telephone and Telegraph Company~~
~~509 S.W. Oak~~
~~Portland 4, Oregon~~

Re: Pacific Telephone & Telegraph Co.
Telephone Line Adjustment
Perry-Ore Dell Section
Old Oregon Trail Highway
Union County

Gentlemen:

Bids on the above titled project were received on January 16, 1958, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

The adjustments involve the adjusting of crossings near stations 824 and 976+50. Both the crossings are on private property by easement. The easement for the crossing at station 824 is recorded in Book 103, Page 545, and the easements for the crossing at station 976+50 are recorded in Book 103, Pages 549 and 552 of the Union County records.

In view of the fact that these facilities are located on private property, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of the facilities, exclusive of any improvements in the value thereof not made necessary by the rearrangement, with credit for proper salvage values derived from your existing facilities.

In order that the Highway Commission may comply with the conditions of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957, it is requested that you submit to Mr. J. C. Hiatt, Resident Engineer, LaGrande, Oregon, an estimate of the cost of the work. This estimate should be segregated as to labor, equipment rentals, materials, miscellaneous expenses and estimated salvage. Your billing also should be sent to Mr. Hiatt.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. L. H. Young
Mr. Forrest Cooper ✓
Mr. A. F. Parson
Mr. F. W. Farrar
Mr. J. C. Hiatt
Mr. R. L. Porter

RECEIVED
JAN 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 6 - 1958
FOR FILING

I 139 (1)

5141

Salem, Oregon
January 3, 1958

BPR approval of right of way purchase.

Mr. R. L. Porter
Right of Way Engineer
Office

Purchase of rights of way for the below named section was authorized by the Bureau of Public Roads as of December 30, 1957.

Perry-Oro Dell Section of Old Oregon Trail
Highway (Interstate Route 2), 3.03 miles,
Prefix 31-2501.

S. H. Probert
Office Engineer

SHP:ia

RECEIVED
JAN [illegible]
FOR FILING

I-139(8)

5141

Salem, Oregon
January 3, 1958

Perry-OroDell Section
Old Oregon Trail Highway
Union County

Mr. Virgil O'Neil
Assistant Office Engineer
Building

It is requested that you add $6175 to the authorization for the subject job to cover 38 acres of seeding and fertilization and 19 acres of mulching to prevent erosion.

It is anticipated that the work will be accomplished by state forces using mechanized seeding and mulching equipment under the supervision of the Landscape Engineer.

Forrest Cooper
Deputy State Highway Engineer

cc Mr. Tom Edwards
Mr. M. H. Astrup

RECEIVED
JAN 6 - 1958

FOR FILING

I-139(8)

5141

January 3, 1958

Mr. R. E. Haacke, Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 14, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of the special provisions and plans covering structural, grading, stone base and paving work on the Perry-Oro Dell Section of the Old Oregon Trail Highway in Union County, bids for which are to be received January 16, 1958.

Grading work in general is to be performed to the south of and parallel to your company's tracks. The overcrossing structure over your tracks near the east end of the project is to be constructed under a separate contract.

Provisions call for the contractor to protect your company's tracks, facilities or any communication lines and appurtenances thereof and also that he furnish railroad protective and liability insurance in addition to his regular insurance coverage.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

JMR:ia

cc: G. S. Paxson
J. W. DeSouza

OREGON DISTRICT FOR FILING

Const

Fed. Aid 08-35

Oreg. S. Proj

I-139(8)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 31, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-139(8), Perry-OroDell Section of the Old Oregon Trail Highway. This is to authorized your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
C. G. Polk
Division Engineer

RECEIVED
JAN 2 1958
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON DISTRICT
Const
Fed. Aid
08-35
Prog. & Proj.

I-139(8)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

[illegible] STATE HIGHWAY BLDG.
SALEM, OREGON

December 30, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

On the Perry-Oro Dell Section of US 30, Project I-139(8), we note from preliminary plans received in this office that you propose to provide a 26' roadway on the Frontage Road Bridge over the Grand Ronde River. Even though this bridge will carry all US 30 traffic for some two years, we believe that this is an excessive width for this type of construction. In the program submission the proposed roadway width was given as 20'. Since the design is now complete and to avoid a delay in advertising, we will approve the 26' width in this instance. In the future, we request that widths of structures in questionable cases be referred to us for advance approval and particularly when the final width does not agree with that given in the program.

Very truly yours,

C G Polk
C. G. POLK
Division Engineer

CC - P. M. Stephenson

RECEIVED
1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
JAN 6 - 1958
FOR FILING

8-139(5)

5141

December 30, 1957

Mr. Chas. H. Reynolds
State Highway Commissioner
Post Office Box 898
La Grande, Oregon

Dear Mr. Reynolds:

I am sending you herewith one set (full size) of the plans for the Perry-Oro Dell Section of the Old Oregon Trail Highway. I am sorry that I could not send the reduced sets, as they are much easier to handle; however, it will be a few days before they are ready.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. W. C. Williams

FORM 230—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem
December 26, 1957

SUBJECT: Throughway Agreement
Perry-Oro Dell Section
Old Oregon Trail Highway No. 6
Union County

To: Mr. G. S. Paxson
Assistant State Highway Engr.

Office

Attached hereto are six copies of throughway agreement in connection with the subject named project, as per your request of December 19.

L. I. LINDAS
Chief Counsel

LIL:ma

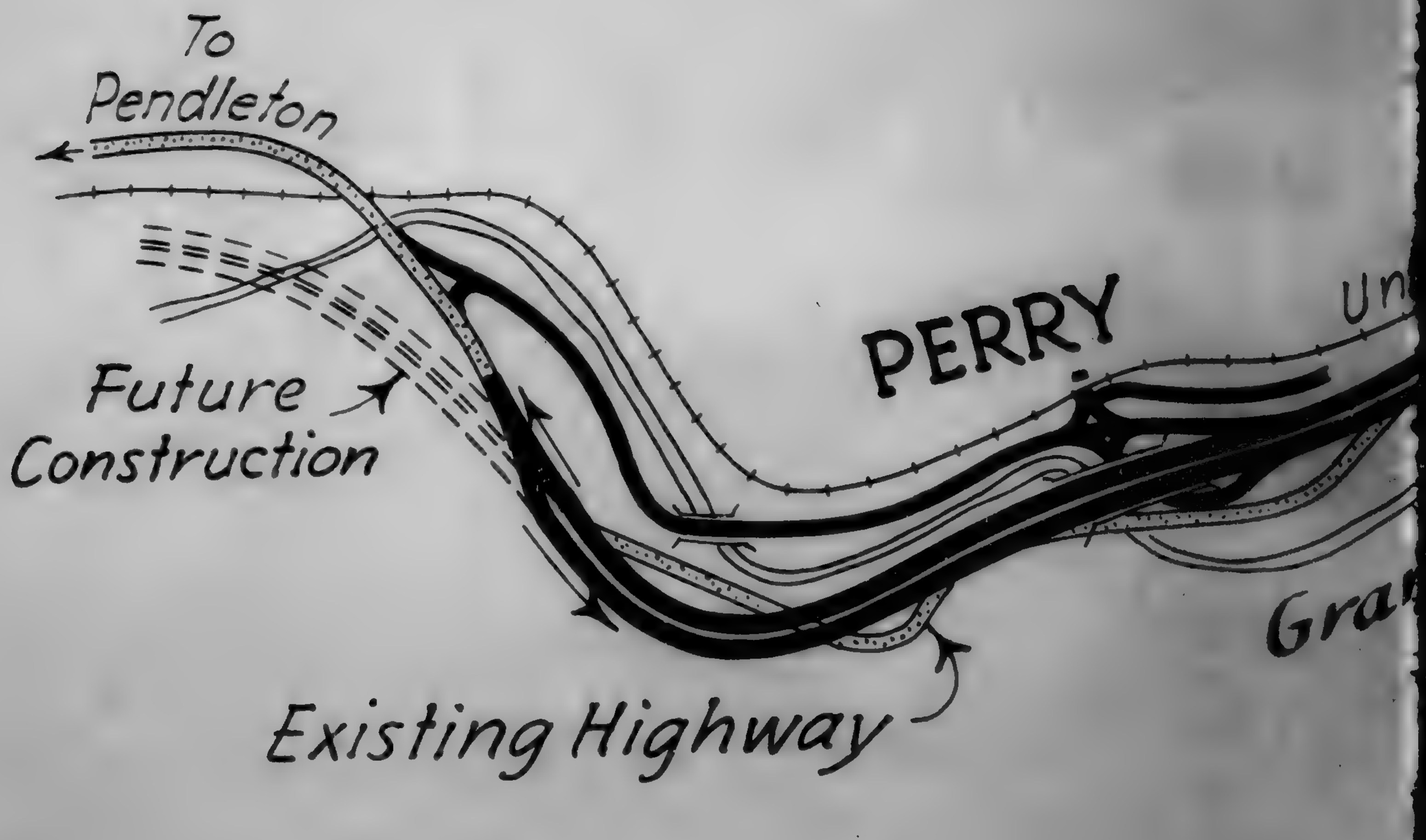
enc.

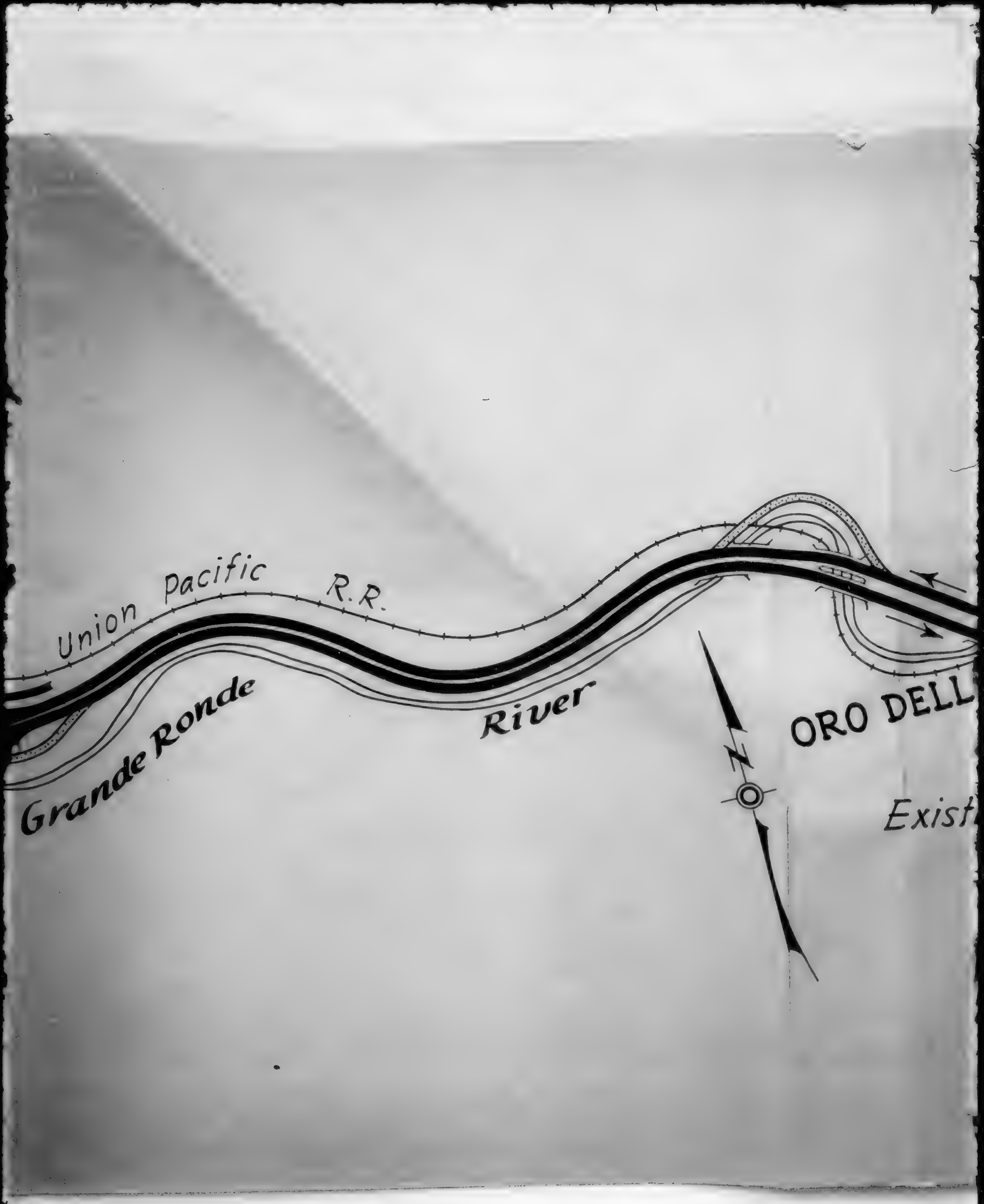
RECEIVED
DEC 2[illegible] 1957
OFFICE OF
STATE HIGHWAY ENGINEER

12/26/57

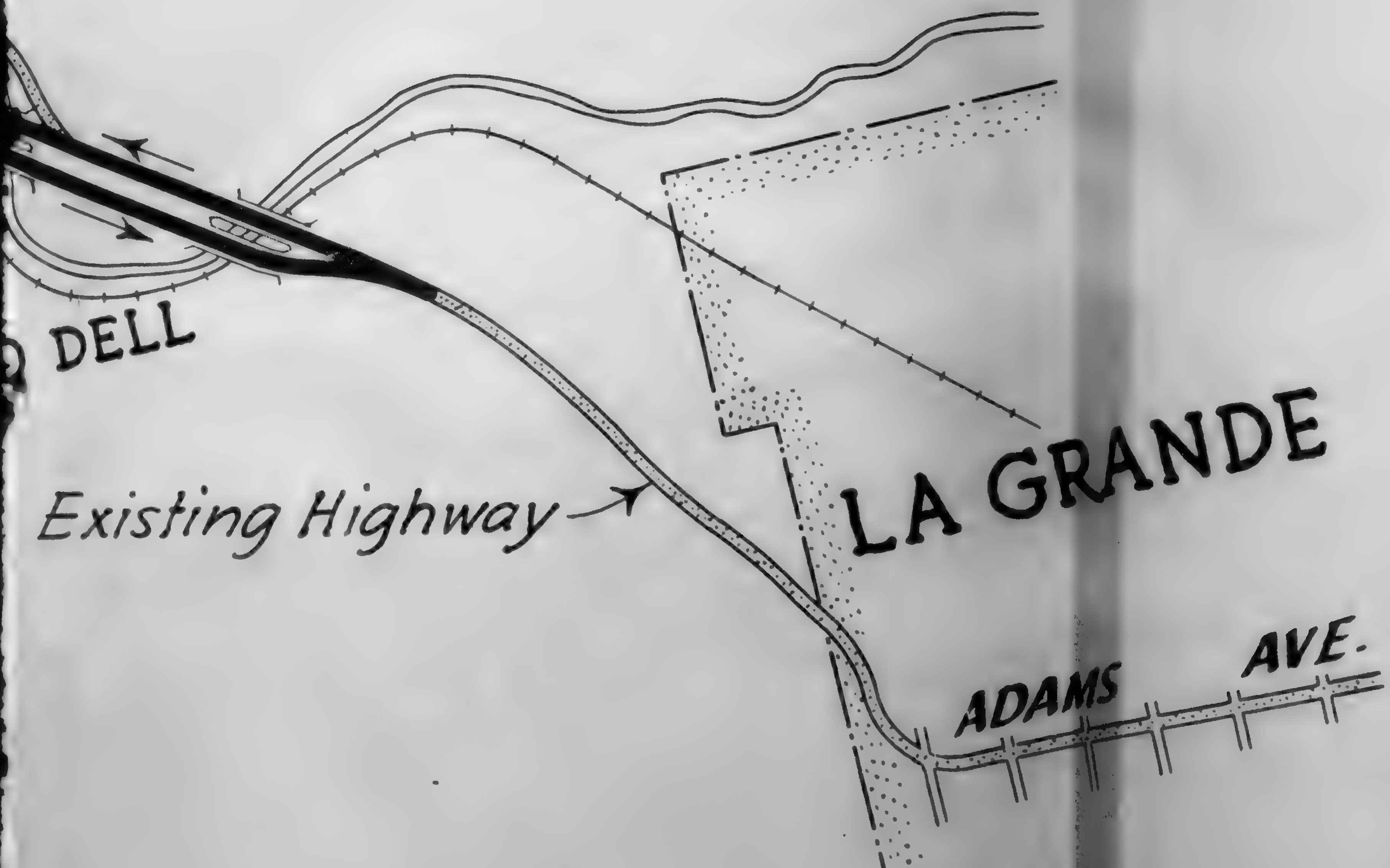
Mr John Graham
has the two approval
copies.
Pauline

ok


To Pendleton
Future Construction
PERRY
Un
Gra
Existing Highway



Union Pacific R.R.
Grande Ronde River
ORO DELL
Exist
N



Jan., 1958

RECEIVED
DEC 27 1957
FOR FILING

[illegible]

5141

R

Salem, Oregon
December 19, 1957

Throughway Agreement
Perry-Oro Dell Section,
Old Oregon Trail Highway No. 6
Union County

Mr. Leonard I. Lindas
OFFICE

Attached is a draft of a throughway agreement which will be required in connection with the subject named project. It will also be necessary to prepare a resolution for adoption by the County Court transferring jurisdiction to the State over that portion of the Upper Perry Road which is to become a part of the frontage road described in paragraph 3 under THINGS TO BE DONE BY STATE of the attached draft.

Please prepare six copies each of the agreement and resolution in addition to any required by the Legal Division.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: C. G. Swenson

File

(Map sent to Mr. Reynolds
for newspaper)
1-22-58

RECEIVED
DEC 27 1957
FOR FILING

[illegible]

5141

Salem, Oregon
December 19, 1957

Throughway Agreement
Perry-Oro Dell Section,
Old Oregon Trail Highway No. 6
Union County

Mr. Leonard I. Lindas
OFFICE

Attached is a draft of a throughway agreement which will be required in connection with the subject named project. It will also be necessary to prepare a resolution for adoption by the County Court transferring jurisdiction to the State over that portion of the Upper Perry Road which is to become a part of the frontage road described in paragraph 3 under THINGS TO BE DONE BY STATE of the attached draft.

Please prepare six copies each of the agreement and resolution in addition to any required by the Legal Division.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: C. G. Swenson

RECEIVED
DEC 27 1957
FOR FILING

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 19, 1957

SUBJECT: Throughway Agreement
Perry-Oro Dell Section
Old Oregon Trail Hwy. #6
Union County

To: Mr. G. S. Paxson
OFFICE

Attached is a suggested draft of an agreement and a letter to the Legal Division requesting preparation of the subject named agreement. It is also requested that a resolution be prepared for adoption by the County transferring to the State jurisdiction over a portion of Upper Perry Road which will become a part of our frontage road and which is shown colored in brown on the exhibit.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

NOTED
G. S. PAXSON

DRAFT: Union County Throughway Agreement (12-19-57)
Perry-Ore Dell Section, Old Oregon Trail State Hwy. No. 6

THIS AGREEMENT, made and entered into this ____ day of __________, 1958, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State," and UNION COUNTY, a political subdivision of the State of Oregon, by and through its County Court, hereinafter called "County";

WITNESSETH:

RECITALS:

1. That certain highway which has been designated as the Old Oregon Trail State Highway No. 6 and which is routed through Union County is a primary state highway under the jurisdiction and control of the State Highway Commission.

2. By the authority granted in ORS 374.015(1) State is empowered to lay out, locate, relocate, adopt, establish, construct, designate, maintain, and supervise the use and operation of highways which shall be known as "throughways," as that term is defined in ORS 374.010(1).

(3) Pursuant to ORS 374.060, the State is ~~authoize~~ authorized, with the official approval of the County Court, to close any street, highway, or county road under the jurisdiction of the County at or near the point of its intersection with the throughway, or may provide a connection with the throughway by means of service or frontage roads to a suitable point of connection, and may do any and all work on such street, highway, or road as is necessary therefor.

4. Pursuant to ORS 374.080 the State is authorized and empowered to enter into an agreement with the Federal Government and with any county or city for the location, adoption, construction, and maintenance of a throughway/either within or without the corporate limits of any city, with

DRAFT: Union County Throughway Agreement (12-19-57)
Perry-Oro Dell Section, Old Oregon Trail State Hwy. No. 6

THIS AGREEMENT, made and entered into this ____ day of __________, 1958, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State," and UNION COUNTY, a political subdivision of the State of Oregon, by and through its County Court, hereinafter called "County";

WITNESSETH:

RECITALS:

1. That certain highway which has been designated as the Old Oregon Trail State Highway No. 6 and which is routed through Union County is a primary state highway under the jurisdiction and control of the State Highway Commission.

2. By the authority granted in ORS 374.015(1) State is empowered to lay out, locate, relocate, adopt, establish, construct, designate, maintain, and supervise the use and operation of highways which shall be known as "throughways," as that term is defined in ORS 374.010(1).

(3) Pursuant to ORS 374.060, the State is authorized, with the official approval of the County Court, to close any street, highway, or county road under the jurisdiction of the County at or near the point of its intersection with the throughway, or may provide a connection with the throughway by means of service or frontage roads to a suitable point of connection, and may do any and all work on such street, highway, or road as is necessary therefor.

4. Pursuant to ORS 374.080 the State is authorized and empowered to enter into an agreement with the Federal Government and with any county or city for the location, adoption, construction, and maintenance of a throughway, either within or without the corporate limits of any city, with

respect to highways under the exclusive jurisdiction of the Commission, roads under the jurisdiction of the County Court or Board of County Commissioners, and streets under the exclusive jurisdiction of cities, and may, in such agreements, agree upon the allocation of costs of the project, the manner and method of maintenance, and all other relevant matters.

5. Under the provisions of ORS 366.775, State is authorized and empowered to enter into an agreement with any county, city, town, or road district for the construction, reconstruction, improvement, or repair of any road, highway, or street on terms and conditions mutually agreed to between the contracting parties. Pursuant to such authority, State and County propose to construct the Perry-Oro Dell Section of the Old Oregon Trail State Highway No. 6 as a throughway. Hereinafter, for the purposes of this agreement, all acts necessary to effectively accomplish this end shall be referred to as "Project."

6. To the end that human lives may be saved, property damage minimized, transportation by motor vehicles promoted, and that highway traffic in general be safeguarded, and to promote and protect public welfare, State and County hereby pledge complete cooperation, each with the other, in order to accomplish effectively those things set forth and agreed to in this agreement.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is hereby agreed by and between the parties hereto as follows:

THINGS TO BE DONE BY STATE:

1. State shall prepare all plans, obtain the necessary right-of-way by purchase or otherwise, let and award all contracts, and supervise con-

struction of the project. Attached hereto and marked "Exhibit A" and by this reference made a part hereof, is a map of one page showing the general plans and location of said project.

2. State shall construct and thereafter maintain the throughway and interchanges as shown colored in green on the attached "Exhibit "A."

3. State shall construct and thereafter maintain a frontage road along the northerly side of the throughway from the Upper Perry Interchange to Robbs Hill Road as shown colored in brown on said "Exhibit A."

4. State shall close certain roads in the following manner and at the following locations:

a. An unnamed public road at those points as shown by means of red lines on said "Exhibit A."

b. Robbs Hill Road at those points as shown by means of red lines on said "Exhibit A."

c. Oro Dell Road at its intersection with the range line between R. 37 E. and R. 38 E. and at its intersection with the existing Old Oregon Trail Highway as shown by means of red lines on said "Exhibit A."

THINGS TO BE DONE BY COUNTY:

1. County, by execution of this agreement, approves "Exhibit A" attached hereto and all of the provisions set forth under THINGS TO BE DONE BY STATE.

2. County acknowledges the effect and scope of ORS 374.080 and pursuant thereto consents to adopt a resolution transferring to State jurisdiction over that portion of Upper Perry Road which will become a part of the frontage road described in Paragraph 3 under THINGS TO BE DONE BY STATE.

3. County acknowledges the effect and scope of ORS 366.320(3) and pursuant thereto consents to the vesting in State of those portions of right-of-way of the County shown colored in yellow on said "Exhibit A."

4. County consents to the closure of those roads as described and set forth in paragraph 4 under THINGS TO BE DONE BY STATE.

5. County agrees that no county roads will be constructed running into or intersecting the throughway without the written approval of State.

6. County shall execute this agreement during a duly authorized session of its County Court.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals as of the day and year first above written.

ATTEST:

____
Secretary

APPROVED:

____
State Highway Engineer

APPROVED AS TO FORM:

____
Chief Counsel

STATE OF OREGON, by and through
its State Highway Commission

By______________________________
Chairman

By______________________________ [redacted]
Commissioner

By______________________________
Commissioner

ATTEST:

____
County Clerk

UNION COUNTY, by and through its
County Court

By______________________________
County Judge

By______________________________
County Commissioner

By______________________________
County Commissioner

JDG:mm
12/19/57

12-8319 Spray-Fields Cr. Rock Prod. 1958
Proj. on the John Day Hwy.
#5142

RECEIVED
1958
FOR FILING

NOTED
W. C. WILLIAMS

September 29, 1958

Spray-Fields Creek Section
Contract No. 5142

FINAL COST ANALYSIS
Rock Production
Contractor: E. H. Itschner Company
Resident Engineer: Keats Oliver

John Day Highway
Prefix: 12-6319

Items	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1/2"-1/4 Crushed Material in S.P.	9,720.56	Cu.Yd.	2.45	2.285	22,211.48	23,815.37
1/4-#10 Crushed Material in S.P.	7,972.26	Cu.Yd.	2.45	2.285	18,254.51	19,532.04
Haul Adj.(Favor of State)	3,128	Yd.Mile	0.10			- 312.80
					$ 40,465.99	$ 43,034.61

Gross Revenue	$ 43,034.61
Total Cost	40,465.99
Net Profit	$ 2,568.62

Net Profit equals 5.9% of Gross Revenue

RECEIVED
OCT 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COST

Labor:		
Labor and Supervision	$ 10,931.36	
Labor Insurance	603.03	$ 11,534.39
Equipment Rentals & Miscellaneous Supplies:		
Equipment Rentals (Owned)	$ 14,857.05	
Hired Trucks Inc. Oper.	7,173.59	
Gas, Oil and Grease	4,367.64	
Small Tools and Miscellaneous Supplies	493.70	
Freight and Cartage	952.65	
Bond	316.97	
Home Office and General Overhead	770.00	28,931.60
TOTAL COST		$ 40,465.99

BREAK DOWN OF CRUSHING

	Quantity	Unit	Cost	Unit Cost
Move in and Set Up (2 Set ups)	17,692.8	Cu.Yd.	7,376.45	0.416
Haul to Crusher	17,692.8	Cu.Yd.	9,327.82	0.527
Crushing	17,692.8	Cu.Yd.	14,352.16	0.811
Haul to Stockpile (Hired Trucks)	17,692.8	Cu.Yd.	7,173.59	0.405
Stock Piling	17,692.8	Cu.Yd.	2,235.97	0.126
	17,692.8	Cu.Yd.	40,465.99	2.285

The crushing plant operated 291 hours to produce 17,692.8 cubic yards of crushed gravel, for an average production of 60.8 cubic yards per working hour.

Remarks:

This was a "State Project" calling for the furnishing of approximately 17,250 cubic yards of crushed gravel in stockpiles on the Spray-Fields Creek Section of the John Day Highway. The project was bid February 27, 1958. Work started March 21, 1958 and the project was completed June 25, 1958.

On March 21, 1958 the contractor started moving in a complete crushing unit into gravel deposit located on the northerly side of, and 0.2 distant, from the John Day Highway at mile point 129.8. Due to wet material the gravel was dug and stockpiled with a 3/4 yard shovel equipt with a 1 yard dragline bucket. Then a D7 cat and dozer pushed material to the crushing plant. Having an excess of sand, the contractor installed a sand screw and washed all crushed materials. The excess sand was hauled away from the plant by county trucks. This set up was completed May 5, 1958.

The crushing plant was then moved to the second set up, located 0.1 mile south of mile point 105.5 on the John Day Highway. Due to high water, crushing from this set up was not started until June 3, 1958. The dragline also was used on this set up to dig gravel from the river and stockpile on the bank. Then a D7 cat was used to push material to the crushing plant. They also washed all crushed material from this set up.

The contractor having a low bid price on crushed materials and with two set ups, only realized a small profit from this project.

M. N. Juve
Chief Cost Analyst

By

K. T. Wechter

RECEIVED
AUG 25 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 20, 1958

file

12-537
(CONTRACT NO.)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5142	5 Final	E. H. Itschner	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19766	H220665	$ 1,291.89	8/20/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion date: 110 workdays from Mar. 23, 1958

Time Extensions: None

Completion Date: June 25, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Aug. 21, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Floyd Query
By Floyd Query
Assistant Secretary

Warrant Mailed: AUG 21 1958
GKW

NOTED ON CARD
lms

RECEIVED
AUG 11 1958
FOR FILING

5142

Aug. 8, 1958

CERTIFIED MAIL

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5142 for Spray-Fields Creek Rock Production Project on the John Day Highway in Grant and Wheeler Counties was completed by the contractor, E. H. Itschner Company, on June 25, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $1,291.89 will be released to the contractor on or after August 18, 1958. The total contract amount is $43,034.61, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc:

NOTED ON CARD

RECEIVED
JUL 28 1958
FOR FILING

12-5219

5142

July 25, 1958

CERTIFIED MAIL

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to E. H. Itschner Company in connection with contract No. 5142, for rock production of the Spray-Fields Creek Section of the John Day Highway in Grant and Wheeler Counties.

This payment, in the amount of $17,896.28, will be released to the contractor on or after August 4, 1958. The retained percentage is $1,291.01.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
om

Form E-1—10M

12-8319

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 27, 1958

Section Spray - Fields Creek

Kind of work Rock Production

Highway John Day County Grant & Wheeler

Section prefix 12-8319

Contractor E. H. Itschner Co.

Contract number 5142

Date of contract March 13, 1958

Specified work days 110

Date work started March 17, 1958

Work days used 49

Project authorization $ 47,545.31

Exclusive of engineering $ 44,164.31

Per cent of time elapsed 45 %

Estimated cost of completed project, exclusive of engineering $ 42,840.00

Estimated per cent overrun or underrun -3 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 3,381.00

Engineering cost to date $ 1,923.00, 57 %

Date project was completed June 25, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed on Wed., remeasure of piles completed on Wed. Semi-final should be completed first of next week.

CONSTRUCTION DIVISION
RECEIVED
JUN 30 1958
NOTED-- ☐ ☐ ☐ ☐
CE ACE ACE COE

Noted
M. N. Juve

Signed

Address Keats Oliver, Box 355, Condon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			48.3		
Miles partially completed					
Miles completed			48.3		
Total estimated quantities (contract)			17,250		
Total quantities corrected to date			17,600		
Estimated quantities moved or placed to date			17,600		
Average daily quantities			300		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			11		

Men	6
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	4
Men and tractors	

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 2, Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Showers		
Tuesday	Rain		
Wednesday	Clearing		
Thursday			
Friday			
Saturday			

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR 4 1958
FOR FILING

12-8319

5142

Apr. 3, 1958

E. H. Itschner Co.
Molalla
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5142, awarded Mar. 13, 1958, for Rock Production on the Spray-Field Creek Section of the John Day Highway in Grant and Wheeler County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 18 1958
FOR FILING
[illegible]
5142

March 13, 1958

E. H. Hachner Company
Molalla, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958 accepted your proposal for the Spray-Fields Creek Rock Production Project on the John Day Highway, Grant and Wheeler Counties, for the sum of $42,262.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5142.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington
Attn: Dorothy McCormack

Mr. Lowell Richards
c/o Daily Journal of Commerce
83 Columbia Street
Seattle 4, Washington

R. C. Savage (SIAC)
Tom Edwards
S. H. Probert

NOTED
J. Mc C.

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 13, 1958

E. H. Itschner Company
Molalla, Oregon

Contract for Spray-Fields Creek Rock Production Project on John Day Highway, Grant and Wheeler Counties, for which you submitted low bid on February 27, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
C. W. Head
Files √

I-323(23) 16th Ave. Conn. to the 1958
Columbia River Hwy.
#5143 (Grad. & Pav.)

STATE COPY

I-323 (23)

5143
5199
5673

Monthly transaction number 11-16

Project report number

Modification number 2

PR-2A
(10-65)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

10-31-69

State Oregon

County Multnomah

Project number I-80N-1(5)1

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 8, 1958, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 264,264	$ 0
Federal funds	$ 223,173.00	$ 0
Other revisions		

This modification is made for the following reasons:

Project being withdrawn from Interstate System and transferred to Primary System.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 31st day of October, 1969.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By
(Division Engineer)

For: R. E. Simpson

5143

6-16-60A

RECEIVED 1960 FOR FILING

Monthly transaction number 6-86	Fo R-2A (5- -57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
Project report number I 323 11(33) 5143	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Multnomah
		Project number I-80N-1(5)1

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 8, 19 58, is hereby modified as follows:

Revised estimated total cost of project	$ 273,318
Revised Federal funds	$ 251,000

Other revisions
None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 16 day of June, 19 60.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By:
R. C. Wright
Administrative Manager

USComm-DC 11170

June 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the N. E. 16th Avenue (Portland) Ramps, Project No. I-80N-1(5)1.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

May 13, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for modification of project agreement for the N. E. 16th Avenue (Portland) Ramps, Project No. I-80N-1(5)1.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Oregon State Highway Department

Federal Aid
Project No. I-80N-1(5)1

N. E. 16th AVENUE (PORTLAND) RAMPS ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for modification of project agreement. Based on low bid prices.)

Salem, Oregon, May 13, 1960

Type Code P. E.

Preliminary Engineering	All Required		$ 3,000.00

Type Code 6201
Roadway (Sta. 60+00)("D" Line Sta. 53+53 to Sta. 68+25)(Contract No. 5143)

Clearing and Grubbing	All	Required		$ 100.00
Removal of Pavement	20	sq. yds.	$ 2.50	50.00
Removal of Curbs	650	lin. ft.	0.25	162.50
Removal of Inlets	5	only	20.00	100.00
Drainage Excavation, Unclassified	480	cu. yds.	2.75	1,320.00
General Excavation, Unclassified	22,600	cu. yds.	0.59	13,334.00
Finishing Roadbed and Slopes	All	Required		300.00
Rounding Cutbanks	1,300	lin. ft.	0.25	325.00
8-inch Sewer Pipe	570	lin. ft.	1.60	912.00
12-inch Sewer Pipe	110	lin. ft.	2.10	231.00
Extra for Pipe Under Pavement	80	lin. ft.	3.00	240.00
8-inch Perforated Metal Drain Pipe	740	lin. ft.	2.25	1,665.00
Special Backfill in Drains	160	cu. yds.	3.25	520.00
Concrete Inlets	8	only	80.00	640.00
Concrete Manholes	2	only	240.00	480.00
Concrete Curbs	80	cu. yds.	37.50	3,000.00
Concrete Surfacing	70	sq. yds.	3.60	252.00
1½-inch Electrical Conduit	100	lin. ft.	1.50	150.00
Metal Guard Rail	110	lin. ft.	2.90	319.00
Salvaging Guard Rail	40	lin. ft.	2.00	80.00
Coarse Crushed Material in Base	2,000	cu. yds.	3.00	6,000.00
3/4" - 0 Material in Base	190	cu. yds.	3.50	665.00
Sprinkling	80	M-gals.	3.00	240.00
Preparation of Base	All	Required		200.00
3/4" - 0 Material in Binder Course	30	cu. yds.	6.00	180.00
RC-3 Asphalt	5	tons	55.00	275.00
Class "B" Asphaltic Concrete	710	tons	6.75	4,792.50
				$ 36,533.00
Flagging (57½% of Contractor's Costs)	All	Required		500.00
Adjustment of Water System (City of Portland)	All	Required		18,000.00
Furnish and Install 6" Water Main	All	Required		2,000.00
				$ 57,033.00

Type Code 6201
Roadway (Sta. 60+00)(P7 Sta. -3+50 to P7 Sta. 11+66.88)(Contract No. 5199)

Clearing and Grubbing	All	Required		$ 1,000.00
Removal of Walks	45	sq. yds.	$ 0.55	24.75
Removal of Curbs	700	lin. ft.	0.30	210.00
Removal of Inlets	3	only	20.00	60.00
Drainage Excavation, Unclassified	420	cu. yds.	2.55	1,071.00
General Excavation, Unclassified	8,700	cu. yds.	0.80	6,960.00
Finishing Roadbed and Slopes	All	Required		550.00
8-inch Sewer Pipe	120	lin. ft.	1.50	180.00
10-inch Sewer Pipe	560	lin. ft.	1.70	952.00
12-inch Sewer Pipe	300	lin. ft.	1.95	585.00
Extra for Pipe Under Pavement	230	lin. ft.	4.00	920.00
Concrete Manholes	2	only	260.00	520.00
Concrete Inlets	6	only	75.00	450.00
Adjustment of Catch Inlets	2	only	40.00	80.00
Concrete Curbs	58	cu. yds.	38.50	2,233.00
Concrete Walks	24	sq. yds.	3.75	90.00
1½-inch Electrical Conduit	120	lin. ft.	1.90	228.00
Metal Guard Rail	60	lin. ft.	3.00	180.00
Metal Sight Posts	10	only	2.90	29.00
Coarse Crushed Material in Base	1,440	cu. yds.	3.00	4,320.00
3/4" - 0 Material in Base	180	cu. yds.	3.50	630.00
Sprinkling	40	M-gals.	2.75	110.00
Preparation of Base	All	Required		75.00
3/4" - 0 Material in Binder Course	22	cu. yds.	5.00	110.00
RC-3 Asphalt	4	tons	50.00	200.00
Class "B" Asphaltic Concrete	600	tons	7.00	4,200.00
Asphaltic Concrete Traffic Markers	60	lin. ft.	1.00	60.00
				$ 26,027.75
Flagging (57½% of Contractor's Cost)	All	Required		500.00
Seeding and Mulching Slopes	All	Required		600.00
				$ 27,127.75

Type Code Y030
Illumination (Sta. 60+00)(Contract No. 5673)

Illumination (16th Ave. & Holladay Connection)	All	Required		$ 7,797.00
				$ 7,797.00
	Subtotal			$ 91,957.75
	10% Engr. & Cont.			9,195.25
		Total		$101,153.00

Type Code X521
Holladay Connection (Sta. 60+00)(P7 Sta. 3+71 to Sta. 7+35)(Contract No. 5199)

Structural Excavation	1,400	cu. yds.	$ 3.25	$ 4,550.00
Furnish Steel Piling	6,130	lin. ft.	4.05	24,826.50
Drive Steel Piles	115	only	70.00	8,050.00
Class "A" Concrete	1,186	cu. yds.	61.00	72,346.00
Metal Reinforcement	264,000	lbs.	0.1225	32,340.00
Pipe Parapet Handrail	728	lin. ft.	4.25	3,094.00
6-inch Galvanized Iron Drain Pipe	200	lin. ft.	8.50	1,700.00
				$146,906.50
Work by Portland Gas & Coke Company	All Required			1,360.00
Work by O.W.R.R. & N. Company	All Required			5,520.00
	Subtotal			$153,786.50
	10% Engr. & Cont.			15,378.65
		Total		$169,165.15

Length of Roadway . . . . 0.00 Mile
Length of Structure . . . . 0.00 Mile
Total Length. . . . . 0.00 Mile
Length of Project . . . . 0.000 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Roadway	101,153.00	92,300.00	8,853.00
Structure	169,165.15	156,000.00	13,165.15
	$273,318.15	$251,000.00	$ 22,318.15

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds For Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-82-1(5)1,
I-80N-1(5)1

N. E. 16TH AVENUE (PORTLAND) RAMPS ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for modification of project agreement.)

Salem, Oregon, March 23, 1960

Type Code P. E.

Preliminary Engineering	All Required	$	$ 3,000.00

Type Code 6201
Roadway (Sta. 60+00)("D" Line Sta. 53+53 to Sta. 68+25)(Contract No. 5143)

Clearing and Grubbing	All Required	$	$ 100.00
Removal of Pavement	20 sq. yds.	2.50	50.00
Removal of Curbs	650 lin. ft.	0.25	162.50
Removal of Inlets	5 only	20.00	100.00
Drainage Excavation, Unclassified	480 cu. yds.	2.75	1,320.00
General Excavation, Unclassified	22,600 cu. yds.	0.59	13,334.00
Finishing Roadbed and Slopes	All Required		300.00
Rounding Cutbanks	1,300 lin. ft.	0.25	325.00
8-inch Sewer Pipe	570 lin. ft.	1.60	912.00
12-inch Sewer Pipe	110 lin. ft.	2.10	231.00
Extra for Pipe Under Pavement	80 lin. ft.	3.00	240.00
8-inch Perforated Metal Drain Pipe	740 lin. ft.	2.25	1,665.00
Special Backfill in Drains	160 cu. yds.	3.25	520.00
Concrete Inlets	8 only	80.00	640.00
Concrete Manholes	2 only	240.00	480.00
Concrete Curbs	80 cu. yds.	37.50	3,000.00
Concrete Surfacing	70 sq. yds.	3.60	252.00
1½-inch Electrical Conduit	100 lin. ft.	1.50	150.00
Metal Guard Rail	110 lin. ft.	2.90	319.00
Salvaging Guard Rail	40 lin. ft.	2.00	80.00
Coarse Crushed Material in Base	2,000 cu. yds.	3.00	6,000.00
3/4" - 0 Material in Base	190 cu. yds.	3.50	665.00
Sprinkling	80 M-gals.	3.00	240.00
Preparation of Base	All Required		200.00
3/4" - 0 Material in Binder Course	30 cu. yds.	6.00	180.00
RC-3 Asphalt	5 tons	55.00	275.00
Class "B" Asphaltic Concrete	710 tons	6.75	4,792.50
			$ 36,533.00
Flagging (57½% of Contractor's Costs)	All Required		500.00
Adjustment of Water System (City of Portland)	All Required		18,000.00
Furnish and Install 6" Water Main	All Required		2,000.00
			$ 57,033.00

Type Code 6201
Roadway (Sta. 60+00)(P7 Sta. -3+50 to P7 Sta. 11+66.88)(Contract No. 5199)

Clearing and Grubbing	All	Required	$	$ 1,000.00
Removal of Walks	45	sq. yds.	0.55	24.75
Removal of Curbs	700	lin. ft.	0.30	210.00
Removal of Inlets	3	only	20.00	60.00
Drainage Excavation, Unclassified	420	cu. yds.	2.55	1,071.00
General Excavation, Unclassified	8,700	cu. yds.	0.80	6,960.00
Finishing Roadbed and Slopes	All	Required		550.00
8-inch Sewer Pipe	120	lin. ft.	1.50	180.00
10-inch Sewer Pipe	560	lin. ft.	1.70	952.00
12-inch Sewer Pipe	300	lin. ft.	1.95	585.00
Extra for Pipe Under Pavement	230	lin. ft.	4.00	920.00
Concrete Manholes	2	only	260.00	520.00
Concrete Inlets	6	only	75.00	450.00
Adjustment of Catch Inlets	2	only	40.00	80.00
Concrete Curbs	58	cu. yds.	38.50	2,233.00
Concrete Walks	24	sq. yds.	3.75	90.00
1½-inch Electrical Conduit	120	lin. ft.	1.90	228.00
Metal Guard Rail	60	lin. ft.	3.00	180.00
Metal Sight Posts	10	only	2.90	29.00
Coarse Crushed Material in Base	1,440	cu. yds.	3.00	4,320.00
3/4" - 0 Material in Base	180	cu. yds.	3.50	630.00
Sprinkling	40	M-gals.	2.75	110.00
Preparation of Base	All	Required		75.00
3/4" - 0 Material in Binder Course	22	cu. yds.	5.00	110.00
RC-3 Asphalt	4	tons	50.00	200.00
Class "B" Asphaltic Concrete	600	tons	7.00	4,200.00
Asphaltic Concrete Traffic Markers	60	lin. ft.	1.00	60.00
				$ 26,027.75
Flagging (57½% of Contractor's Cost)	All	Required		500.00
Seeding and Mulching Slopes	All	Required		600.00
				$ 27,127.75

Type Code Y030
Illumination (Sta. 60+00)

Illumination (16th Ave. and Holladay Connection)	All Required	$ 9,000.00
		$ 9,000.00
	Subtotal	$ 93,160.75
	10% Engr. & Cont.	9,315.25
	Total	$102,476.00

Type Code X521
Holladay Connection (Sta. 60+00)(P7 Sta. 3+71 to Sta. 7+35)(Contract No. 5199)

Structural Excavation	1,400 cu. yds.	$3.25	$ 4,550.00
Furnish Steel Piling	6,130 lin. ft.	4.05	24,826.50
Drive Steel Piles	115 only	70.00	8,050.00
Class "A" Concrete	1,186 cu. yds.	61.00	72,346.00
Metal Reinforcement	264,000 lbs.	0.1225	32,340.00
Pipe Parapet Handrail	728 lin. ft.	4.25	3,094.00
6-inch Galvanized Iron Drain Pipe	200 lin. ft.	8.50	1,700.00
			$146,906.50
Work by Portland Gas & Coke Company	All Required		1,360.00
Work by O.W.R.R. & N. Company	All Required		5,520.00
	Subtotal		$153,786.50
	10% Engr. & Cont.		15,378.65
	Total		$169,165.15

Length of Roadway - - - - - - - - 0.00 Mile
Length of Structure - - - - - - - 0.00 Mile
Total Length- - - - - - - - - - - 0.00 Mile
Length of Project - - - - - - - - 0.000 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Roadway #	102,476.00	94,400.00	8,076.00
Structure	169,165.15	156,000.00	13,165.15
	$274,641.15	$253,100.00	$21,541.15

#	Total Cost	Federal Funds
Project Agreement Roadway	$ 92,576.82	$ 85,300.00
P.S. & E. Roadway (Illumination)	9,899.18	9,100.00
	$102,476.00	$ 94,400.00

[illegible] 5143

Monthly Transaction No.

RECEIVED SEP 1958

Project Report No.

FOR FILING

For -2
(9-1 57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

ate **Oregon**

County **Multnomah**

Project No. **I-82-1(5)1**
Old I-323(23)
New I-80N-1(5)1

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

N. E. 16th Ave. (Portland) Ramps on U.S. 30

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	6-12-57	- -
Rights-of-Way		
Construction	2-12-58	0.000
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 264,742.00

Federal funds $ 244,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **September 8, 1958**

September 4, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by the Highway Commission, for the N. E. 16th Avenue (Portland) Ramps Project No. I-82-1(5)1.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:maj

September 4, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by the Highway Commission, for the N. E. 16th Avenue (Portland) Ramps Project No. I-82-1(5)1.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

August 26, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the N. E. 16th Avenue (Portland) Ramps, Project No. I-82-1(5)1; Old I-323(23), (New) I-80N-1(5)1.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:maj

Oregon State Highway Department

Federal Aid
Project No. I-80-1(5)1
(Old) I-323(23),
(New) I-80N-1(5)1

N. E. 14th AVENUE (PORTLAND) RAMPS ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 20, 1958

Type Code P. E.

Preliminary Engineering	All Required	$ 3,000.00

Type Code 6200
Roadway (Sta. 60+00) ("J" Line Sta. 53+53 to Sta. 61+25) (Contract No. 5143)

Clearing and Grubbing	All	Required	$	$ 100.00
Removal of Pavement	20	sq. yds.	2.50	50.00
Removal of Curbs	650	lin. ft.	0.25	162.50
Removal of Inlets	5	only	20.00	100.00
Drainage Excavation, Unclassified	480	cu. yds.	2.75	1,320.00
General Excavation, Unclassified	22,600	cu. yds.	0.59	13,334.00
Finishing Roadbed and Slopes	All	Required		300.00
Rounding Cutbanks	1,300	lin. ft.	0.25	325.00
8-inch Sewer Pipe	570	lin. ft.	1.60	912.00
12-inch Sewer Pipe	110	lin. ft.	2.10	231.00
Extra for Pipe Under Pavement	80	lin. ft.	3.00	240.00
8-inch Perforated Metal Drain Pipe	740	lin. ft.	2.25	1,665.00
Special Backfill in Drains	160	cu. yds.	3.25	520.00
Concrete Inlets	8	only	80.00	640.00
Concrete Manholes	2	only	240.00	480.00
Concrete Curbs	80	cu. yds.	37.50	3,000.00
Concrete Surfacing	70	sq. yds.	3.60	252.00
1½-inch Electrical Conduit	100	lin. ft.	1.50	150.00
Metal Guard Rail	110	lin. ft.	2.90	319.00
Salvaging Guard Rail	40	lin. ft.	2.00	80.00
Coarse Crushed Material in Base	2,000	cu. yds.	3.00	6,000.00
3/4" - 0 Material in Base	190	cu. yds.	3.50	665.00
Sprinkling	80	M-gals.	3.00	240.00
Preparation of Base	All	Required		200.00
3/4" - 0 Material in Binder Course	30	cu. yds.	6.00	180.00
RC-3 Asphalt	5	tons	55.00	275.00
Class "B" Asphaltic Concrete	710	tons	6.75	4,792.50
				$36,533.00

			$36,533.00
Flagging (57½% of Contractor's Costs)	All Required		500.00
Adjustment of Water System (City of Portland)	All Required		18,000.00
Furnish and Install 6" Water Main	All Required		2,000.00
			$57,033.00

Type Code 6301
Roadway (Sta. 60+00) (F7 Sta. -3+50 to F7 Sta. 11+66.88) (Contract No. 5199)

Clearing and Grubbing	All Required	$	$ 1,000.00
Removal of Walks	45 sq. yds.	0.55	24.75
Removal of Curbs	700 lin. ft.	0.30	210.00
Removal of Inlets	3 only	20.00	60.00
Drainage Excavation, Unclassified	420 cu. yds.	2.55	1,071.00
General Excavation, Unclassified	8,700 cu. yds.	0.80	6,960.00
Finishing Roadbed and Slopes	All Required		550.00
8-inch Sewer Pipe	120 lin. ft.	1.50	180.00
10-inch Sewer Pipe	560 lin. ft.	1.70	952.00
12-inch Sewer Pipe	300 lin. ft.	1.95	585.00
Extra for Pipe Under Pavement	230 lin. ft.	4.00	920.00
Concrete Manholes	2 only	260.00	520.00
Concrete Inlets	6 only	75.00	450.00
Adjustment of Catch Inlets	2 only	40.00	80.00
Concrete Curbs	58 cu. yds.	38.50	2,233.00
Concrete Walks	24 sq. yds.	3.75	90.00
1½-inch Electrical Conduit	120 lin. ft.	1.90	228.00
Metal Guard Rail	60 lin. ft.	3.00	180.00
Metal Sight Posts	10 only	2.90	29.00
Coarse Crushed Material in Base	1,440 cu. yds.	3.00	4,320.00
3/4" - 0 Material in Base	180 cu. yds.	3.50	630.00
Sprinkling	40 M-gals.	2.75	110.00
Preparation of Base	All Required		75.00
3/4" - 0 Material in Binder Course	22 cu. yds.	5.00	110.00
MC-3 Asphalt	4 tons	50.00	200.00
Class "B" Asphaltic Concrete	600 tons	7.00	4,200.00
Asphaltic Concrete Traffic Markers	60 lin. ft.	1.00	60.00
			$ 26,027.75
Flagging (57½% of Contractor's Cost)	All Required		500.00
Seeding and Mulching Slopes	All Required		600.00
	Subtotal		$ 27,127.75

	$ 27,127.75
Subtotal	$ 84,160.75
10% Engr. & Cont.	8,416.07
Total	$ 92,576.82

Type Code X521

Holiday Connection (Sta. 60+00)(I7 Sta. 3+71 to Sta. 7+35)(Contract No. 5199)

Structural Excavation	1,400	cu. yds.	$3.25	$ 4,550.00
Furnish Steel Piling	6,130	lin. ft.	4.05	24,826.50
Drive Steel Piles	115	only	70.00	8,050.00
Class "A" Concrete	1,186	cu. yds.	61.00	72,346.00
Metal Reinforcement	264,000	lbs.	0.1225	32,340.00
Pipe Parapet Handrail	728	lin. ft.	4.25	3,094.00
6-inch Galvanized Iron Drain Pipe	200	lin. ft.	8.50	1,700.00
				$146,906.50
Work by Portland Gas & Coke Company	All Required			1,360.00
Work by O.W.R.R. & N. Company	All Required			5,520.00
	Subtotal			$153,786.50
	10% Engr. & Cont.			15,378.65
	Total			$169,165.15

Length of Roadway . . . . 0.00 Mile
Length of Structure . . . . 0.00 Mile
Total Length. . . . . 0.00 Mile
Length of Project . . . . 0.000 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Roadway	92,576.82	85,300.00	7,276.82
Structure	169,165.15	156,000.00	13,165.15
	$264,741.97	$244,000.00	$ 20,741.97

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-323(23)

N. E. 16TH AVENUE (PORTLAND) RAMPS ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 11, 1958

Type Code P.E.

Preliminary Engineering	All Required	$	$ 3,000.00

Type Code 6201
Roadway (Sta. 60+00)(D-Line Sta. 53+53 to Sta. 68+25)

Clearing and Grubbing	All Required	$	$ 1,500.00
Removal of Pavement	20 sq. yds.	0.75	15.00
Removal of Curbs	650 lin. ft.	0.50	325.00
Removal of Inlets	5 only	20.00	100.00
Drainage Excavation, Unclassified	480 cu. yds.	3.00	1,440.00
General Excavation, Unclassified	22,600 Cu.yds.	1.35	30,510.00
Finishing Roadbed and Slopes	All Required		1,000.00
Rounding Cutbanks	1,300 lin. ft.	0.20	260.00
8-inch Sewer Pipe	570 lin. ft.	2.00	1,140.00
12-inch Sewer Pipe	110 lin. ft.	2.50	275.00
Extra for Pipe Under Pavement	80 lin. ft.	3.00	240.00
8-inch Perforated Metal Drain Pipe	740 lin. ft.	2.50	1,850.00
Special Backfill in Drains	160 cu. yds.	6.00	960.00
Concrete Inlets	8 only	75.00	600.00
Concrete Manholes	2 only	300.00	600.00
Concrete Curbs	80 cu. yds.	45.00	3,600.00
Concrete Surfacing	70 sq. yds.	5.00	350.00
1½-inch Electrical Conduit	100 lin. ft.	1.50	150.00
Metal Guard Rail	110 lin. ft.	3.50	385.00
Salvaging Guard Rail	40 lin. ft.	2.50	100.00
Coarse Crushed Material in Base	2,000 cu. yds.	2.50	5,000.00
3/4" - 0 Material in Base	190 cu. yds.	2.75	522.50
Sprinkling	80 M-gals.	3.00	240.00
Preparation of Base	All Required		200.00
3/4" - 0 Material in Binder Course	30 cu. yds.	3.75	112.50
RC-3 Asphalt	5 tons	60.00	300.00
Class "B" Asphaltic Concrete	710 tons	6.50	4,615.00
			$56,390.00
Flagging (57½% of Contractor's Costs)	All Required		500.00
Adjust Utilities	All Required		18,000.00
Furnish and Install 6" Water Main	All Required		2,000.00
	Subtotal		$76,890.00
	10% Engr. & Cont.		7,689.00
	Total		$84,579.00

Length of Project 0.000 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Roadway	84,579.00	78,100.00	6,479.00
	$87,579.00	$80,800.00	$6,779.00

FORM E-123X 50M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 3, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 285 covering relocation of the City of Portland water mains on the 16th Avenue Connection Section of the Columbia River (T. H. Banfield) Highway in Multnomah County, Contract No. 5143, in connection with Federal Aid Project No. I-323(23).

This work is necessary to clear for construction. Copies of the agreement with the City of Portland covering this work, the City's estimate and sketches were submitted to you with the contract estimate.

Your approval of this order under the provisions of PPM 30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

FORM E-129X 50M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 277 covering illumination on the 16th Avenue Connection Section of the Columbia River (T. H. Banfield Expressway) Highway in Multnomah County, Contract No. 5143, in connection with Federal Aid Project No. I-323(23).

This work is necessary for lighting the connection. The contractor is not equipped to do the work. The State has the necessary equipment and crews trained for this work. The amount is too small to be let by separate contract.

Your approval of this order under the provisions of PPM-21-6.3 with State forces is requested. Equipment rental rates are to be in accordance with the established schedule. Materials are purchased from commercial firms by competitive bids.

The total estimated amount of the order is $700.00 with Federal participation of $630.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

I 82-1(5) 1

Oregon State Highway Department

Federal Aid
Project No. I-323(23)

N. E. 16th AVENUE (PORTLAND) RAMPS ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 23, 1958

Type Code P. E.

Preliminary Engineering	All	Required		$ 3,000.00

Type Code 6201
Roadway (Sta. 60+00) (B-Line Sta. 53+53 to Sta. 68+25)
(Contract No. 5143)

Clearing and Grubbing	All	Required	$	$ 100.00
Removal of Pavement	20	sq. yds.	2.50	50.00
Removal of Curbs	650	lin. ft.	0.25	162.50
Removal of Inlets	5	only	20.00	100.00
Drainage Excavation, Unclassified	480	cu. yds.	2.75	1,320.00
General Excavation, Unclassified	22,600	cu. yds.	0.59	13,334.00
Finishing Roadbed and Slopes	All	Required		300.00
Rounding Cutbanks	1,300	lin. ft.	0.25	325.00
8-inch Sewer Pipe	570	lin. ft.	1.60	912.00
12-inch Sewer Pipe	110	lin. ft.	2.10	231.00
Extra for Pipe Under Pavement	80	lin. ft.	3.00	240.00
8-inch Perforated Metal Drain Pipe	740	lin. ft.	2.25	1,665.00
Special Backfill in Drains	160	cu. yds.	3.25	520.00
Concrete Inlets	8	only	80.00	640.00
Concrete Manholes	2	only	240.00	480.00
Concrete Curbs	80	cu. yds.	37.50	3,000.00
Concrete Surfacing	70	sq. yds.	3.60	252.00
1½-inch Electrical Conduit	100	lin. ft.	1.50	150.00
Metal Guard Rail	110	lin. ft.	2.90	319.00
Salvaging Guard Rail	40	lin. ft.	2.00	80.00
Coarse Crushed Material in Base	2,000	cu. yds.	3.00	6,000.00
3/4" - 0 Material in Base	190	cu. yds.	3.50	665.00
Sprinkling	80	M-Gals.	3.00	240.00
Preparation of Base	All	Required		200.00
3/4" - 0 Material in Binder Course	30	cu. yds.	6.00	180.00
RC-3 Asphalt	5	tons	55.00	275.00
Class "B" Asphaltic Concrete	710	tons	6.75	4,792.50
				$ 36,533.00

Flagging (57½% of Contractor's Costs)	All Required		$ 500.00
Adjustment of Water System (City of Portland)	All Required		18,000.00
Furnish & Install 6" Water Main	All Required		2,000.00
			$ 57,033.00

Type Code 6201
Roadway (Sta. 60+00) (P7 Sta. -3+50 to P7 Sta. 11+66.88)

Clearing and Grubbing	All	Required	$	$ 1,500.00
Removal of Walks	45	sq. yds.	0.60	27.00
Removal of Curbs	700	lin. ft.	0.50	350.00
Removal of Inlets	3	only	20.00	60.00
Drainage Excavation, Unclassified	420	cu. yds.	3.00	1,260.00
General Excavation, Unclassified	8,700	cu. yds.	1.35	11,745.00
Finishing Roadbed and Slopes	All	Required		1,000.00
8-inch Sewer Pipe	120	lin. ft.	2.00	240.00
10-inch Sewer Pipe	560	lin. ft.	2.25	1,260.00
12-inch Sewer Pipe	300	lin. ft.	2.50	750.00
Extra for Pipe Under Pavement	230	lin. ft.	3.00	690.00
Concrete Manholes	2	only	300.00	600.00
Concrete Inlets	6	only	75.00	450.00
Adjustment of Catch Inlets	2	only	40.00	80.00
Concrete Curbs	58	cu. yds.	45.00	2,610.00
Concrete Walks	24	sq. yds.	5.00	120.00
1½-inch Electrical Conduit	120	lin. ft.	1.50	180.00
Metal Guard Rail	60	lin. ft.	3.50	210.00
Metal Sight Posts	10	only	3.00	30.00
Coarse Crushed Material in Base	1,440	cu. yds.	2.50	3,600.00
3/4" - 0 Material in Base	180	cu. yds.	2.75	495.00
Sprinkling	40	M-Gals.	3.00	120.00
Preparation of Base	All	Required		200.00
3/4" - 0 Material in Binder Course	22	cu. yds.	3.75	82.50
RC-3 Asphalt	4	tons	60.00	240.00
Class "B" Asphaltic Concrete	600	tons	6.50	3,900.00
Asphaltic Concrete Traffic Markers	60	lin. ft.	1.00	60.00
				$ 31,859.50
Flagging (57½% of Contractor's Cost)	All	Required		500.00
Seeding and Mulching Slopes	All	Required		600.00
				$32,959.50
		Subtotal		89,992.50
		10% Engr. & Cont.		8,999.25
		Total		$ 98,991.75

Type Code X521
Holiday Connection (Sta. 60+00) (F7 Sta. 3+71 to F7 Sta. 7+35)

Structural Excavation	1,400	cu. yds.	$ 8.00	$ 11,200.00
Furnish Steel Piling	6,130	lin. ft.	5.00	30,650.00
Drive Steel Piles	115	only	50.00	5,750.00
Class "A" Concrete	1,186	cu. yds.	68.00	80,648.00
Metal Reinforcement	264,000	lbs.	0.125	33,000.00
Pipe Parapet Handrail	728	lin. ft.	7.00	5,096.00
6-inch Galvanized Iron Drain Pipe	200	lin. ft.	5.00	1,000.00
		Subtotal		$167,344.00
		10% Engr. & Cont.		16,734.40
		Total		$184,078.40

Length of Roadway	0.00 mile
Length of Structure	0.00 mile
Total Length	0.00 mile
Length of Project	0.000 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Roadway	98,991.75	91,400.00	7,591.75
Structure	184,078.40	170,000.00	14,078.40
	$286,070.15	$264,100.00	$21,970.15

RECEIVED
FOR FILING

I-323(22)

OREGON STATE HIGHWAY DEPARTMENT
(date)

(CONTRACT NO.) 5143	(EST. NO.)	(CONTRACTOR)	
5143	7 final	Howard Angell	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
188	H 233154	$1,207.27	1/21/59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Weisenhaus
ACCOUNTING DIVISION

Specified completion date:	50 workdays from Mar. 29, 1958
Time Extensions:	None
Completion Date:	Aug. 29, 1958
Date Accepted:	Dec. 11, 1958
Penalties:	None of record
Claims:	None of record
Remarks:	

Date: Jan. 23, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: JAN [illegible] 1959
Jc

NOTED ON CARD

A

RECEIVED
JAN 9 - 1959
FOR FILING

I 323(22)

5143

Jan. 8, 1959

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5143, for grading and paving on the 16th Avenue Connection Section of the Columbia River Highway (T. H. Banfield Expressway) in Multnomah County was completed by the contractor, Howard Angell, on Aug. 29, 1958, and was formally accepted by the Highway Commission on Dec. 11, 1958.

Final payment in the amount of $1,207.27 will be released to the contractor on or after Jan. 19, 1959. The total contract amount is $33,133.47, of which amount $160.51 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1-

I-373 (22)
5143

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 22, 1958

Section 16th Avenue Connection

Kind of work Grading and Paving

Highway T.H. Banfield County Multnomah

Section prefix 26-1002

Contractor Howard Angell

Contract number 5143

Date of contract March 19, 1958

Specified work days 50 (June 11, 1958)

Date work started March 30 (Sunday), 1958

Work days used 50

Project authorization $66,187.13

Per cent of time elapsed 100%

Exclusive of engineering $61,480.49

Estimated cost of completed project, exclusive of engineering $61,480.49

Estimated per cent overrun or underrun 0%

Per cent of contract completed, based on total contract price 100%

Engineering authorization $4,706.64

Engineering cost to date $4,706.64, 100.0%

Date project was completed August 29, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate submitted Tuesday, November 18, 1958.

CONSTRUCTION DIVISION
RECEIVED
NOV 24 1958
NOTED-- ☑ ☑ ☐ ☑ ☑
CE ACE ACE COE

NOTED
C. E. BAILEY

Noted
M. N. Juve

Signed James Don
JAMES DON, Resident Engineer

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.28	0.28			0.28
Miles partially completed					
Miles completed	0.28	0.28			0.28
Total estimated quantities (contract)	22,600 CY	2,190 CY			710 T
Total quantities corrected to date	19,100 CY	2,300 CY			710 T
Estimated quantities moved or placed to date	19,100 CY	2,300 CY			710 T
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
SEP 16 1958
FOR FILING

[illegible]

5143

Sept. 15, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

It is the intention of the State Highway Commission to release to Howard Angell a portion of the funds heretofore retained by the Commission on Contract No. 5143, for grading and paving on the 16th Avenue Connection Section of the Columbia River Highway (T. H. Banfield Expressway), in Multnomah County.

This payment, in the amount of $14,288.20, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $967.03. The present payment will be released on or after Sept. 25, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP 15 1958
FOR FILING

I-323(23)

5143

September 5, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 29, 1958, on Contract No. 5143, 16th Avenue Connection Section, in Multnomah County, in connection with Federal Aid Project No. I-82-1(5)1 [I-323(23)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:MAJ

cc: Clarence G. Swenson

A

RECEIVED
AUG 19 1958
FOR FILING

I-323 (23)

5143

August 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3, covering reinstalling type 3 fence on the 16th Avenue Connection Section of the Columbia River (T.H. Banfield Expressway) Highway in Multnomah County, Contract No. 5143, in connection with Federal Aid Project No. I-82-1(5)1/I-323(23)/.

Type 3 fence at 19th Avenue was installed under a former contract. In order to complete the excavation under Contract 5143, it was necessary to remove a portion of the fencing which the contractor did without extra charge. It is now necessary to reinstall the fencing at the top of the new cutbank.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mas

Enclosures

RECEIVED
JUL [illegible] 1958
FOR FILING
I 325 [illegible]

5143

When replying, refer to:
08-35.4

July 15, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-82-1(5)1
N.E. 16th Ave. Connection,
Columbia River Highway - Order for
State Force Work, Moving 8-inch Gas
Main by Portland Gas and Coke Co.

Dear Sir:

We have today approved the agreement, as evidenced by the exchange of letters between the State and Company, covering the above project.

Authorization is hereby granted to proceed as of the date of your letter of request, July 7, 1958, with the necessary adjustments of subject utility installation. Approval is subject to the provisions of Policy and Procedure Memorandum 30-4.

If Federal participation in cost is desired, a covering item should appear in the project agreement estimate.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

Orig to SNP

RECEIVED
JUN 3 1958
FOR FILING

When replying, refer to 08-35.4

I 323(23)

5143

April 30, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon I-82-1(5)1, (Old) I-323(23),
16th Avenue and Holladay Street
Connections, T. H. Banfield
Expressway.

Dear Sir:

We have today approved the agreement dated January 3, 1958 between the State and the City of Portland, covering the above project. Approval is subject to the provisions of Policy and Procedure Memorandum 30-4.

Authorization is hereby granted to proceed as of this date with the necessary adjustments of city-owned utility installations.

Very truly yours,

C. G. Polk
Division Engineer

Orig to SHP

RECEIVED
MAY 1 1958
FOR FILING
I-58- [illegible]
08:35
5143

April 30, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-323(23), 16th Ave.
Connection, Order for State Force Work
Dated April 1, 1958, Illumination

Dear Sir:

In accordance with the request made in your letter of April 28, 1958, all copies of subject order are returned herewith.

Very truly yours,

C. G. Polk
Division Engineer

By:
E. H. Cowan
Acting Division Engineer

Attachments

Orig to Mr. Probert

RECEIVED
APR 29 1958
FOR FILING

[illegible] (23)
5143

April 28, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of April 24, 1958, requesting plans for illumination on the 16th Avenue Connection Section under Order for State Force Work No. 277, dated April 7, 1958.

Instead of illuminating the connection it is now planned to delineate the ramps. A State Force Order covering the change in plans is to be submitted.

The copies of the order covering illumination should be returned without approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ia

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

April 24, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-323(23)
16th Ave. Connection (Portland)
Columbia River Highway
Order for State Force Work
Illumination

Dear Sir:

Reference is made to your letter dated April 7, 1958, above subject.

Before we can act on your request we shall need plans for the installation proposed.

Very truly yours,

C. Polk

C. G. Polk
Division Engineer

RECEIVED
FORM E-30X—37,500—4-57—6584
MAR 19 1958
FOR FILING
Maint
Traffic 5
Hwy [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 18, 1958

SUBJECT: Illumination Installation
16th Avenue-42nd Avenue Section
16th Avenue Ramp
Banfield Freeway - US30 - Highway #2

To: Val Johnson
Traffic Control Engineer
OFFICE

I wish to advise that I discussed with Mr. Paxson on Friday, March 14, the recommendation of the Traffic Engineering Division that we illuminate the on and off ramps of the 16th Avenue Interchange inasmuch as all other ingress and egress points to the Banfield Freeway were illuminated between N. E. Grand Avenue and Troutdale. Notwithstanding this recommendation, Mr. Paxson advised after discussing the subject with others that illumination of the on and off ramps to the 16th Avenue Interchange would not be accomplished insofar as the on-ramp for eastbound traffic is concerned; rather, are we to arrange for the installation of contrasting delineation.

As to the off-ramp, Mr. Paxson felt that we would probably wish to, in addition to delineation, illuminate the gore, the sign at the gore and also install an alternate flasher. He further suggested that on the east face of the 21st Avenue overcrossing we could install overhead signs advising of the "Holladay Street" ramp and "Through Westbound".

Will you see that these points are carried out in the matter of delineation on the on-ramp, which will be done with State money and should be charged to the project as a State Force Order.

I advised Mr. Paxson in signing and lighting of the off-ramp we should hold final decision in abeyance until just prior to the time we wish to do the work as we might possibly be far enough into our Interstate signing program that we should conform to its standards.

J Al Head

J. Al Head
Assistant Traffic Engineer

JAH:dp
cc: G. S. Paxson ✓
S. H. Probert
A. G. Skelton

RECEIVED
MAR 19 1958
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
APR [illegible]
FOR FILING

5143

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 28, 1958

SUBJECT:

RECEIVED
APR 29 1958
OFFICE OF
DIVISION ENGINEER
DIVISION [illegible]

To:

Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Howard Angell and H. G. Anderson covering Items 3, 4, 5, 9 to 15 and 8 to 20 inclusive on the 16th Avenue Connection Contract, No. 5143, Oregon I-323 (23) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Notes This is the first subcontract on this project in the amount of $6,819.50 or 18.7%

RECEIVED
APR 29 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR
FOR FILING

5143

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 28, 1958

SUBJECT:

To:

Mr. A. O. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Howard Angell and Oregon Asphalt Paving Company covering Items 24 to 27 inclusive on the 16th Avenue Connection Contract, No. 5143, Oregon I-323 (23) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note; One previous subcontract on this job. This subcontract $5,447.50 for a total of $12,267 of 33.6%

RECEIVED
APR 29 1958
OFFICE OF
STATE HIGHWAY ENGINEER

File

RECEIVED
APR 2 1958
FOR FILING
I-323(23)

4143 08-35

April 24, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-323(23)
16th Ave. Connection (Portland)
Columbia River Highway
Order for State Force Work
Illumination

Dear Sir:

Reference is made to your letter dated April 7, 1958, above subject.

Before we can act on your request we shall need plans for the installation proposed.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
[illegible] COOPER

Original to SHP

A

RECEIVED
APR 10 1958
FOR FILING

I-323(23)
5143

April 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 277 covering illumination on the [illegible]th Avenue Connection Section of the Columbia River (T. H. Banfield Expressway) Highway in Multnomah County, Contract No. 5143, in connection with Federal Aid Project No. I-323(23).

This work is necessary for lighting the connection. The contractor is not equipped to do the work. The State has the necessary equipment and crews trained for this work. The amount is too small to be let by separate contract.

Your approval of this order under the provisions of PPM-21-6.3 with State forces is requested. Equipment rental rates are to be in accordance with the established schedule. Materials are purchased from commercial firms by competitive bids.

The total estimated amount of the order is $700.00 with Federal participation of $630.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RECEIVED
APR 8 1958
FOR FILING

April 4, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State share of flagging costs on the 16th Avenue Connection Section of the Columbia River (T. H. Banfield Expressway) Highway in Multnomah County, Contract No. 5143, in connection with Federal Aid Project No. I-323(23).

Very truly yours

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DB:lar

RECEIVED
APR 8 1958
FOR FILING
I-323 [illegible]

April 4, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering exploring for pipe on the 16th Avenue Connection Section of the Columbia River (T. H. Banfield Expressway) Highway in Multnomah County, Contract No. 5143, in connection with Federal Aid Project No. I-323(23).

It is anticipated that exploration work will need to be done to determine the presence and location of water pipes, sprinkling system, etc., not shown on the plans. This work was listed in the Special Provisions of the contract as extra work and funds included in the project authorization.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
DBP:cr

RECEIVED
APR 4 1958
FOR FILING

I-323(23)

5143

April 3, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 30, 1958, on Contract No. 5143, 16th Ave. Connection Section, in Multnomah County, in connection with Federal Aid Project No. I-323(23).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

A

RECEIVED
APR 7 1958
FOR FILING

I-323(23)

5143

April 3, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 205 covering relocation of the City of Portland water mains on the 16th Avenue Connection Section of the Columbia River (T. H. Banfield) Highway in Multnomah County, Contract No. 5143, in connection with Federal Aid Project No. I-323(23).

This work is necessary to clear for construction. Copies of the agreement with the City of Portland covering this work, the City's estimate and sketches were submitted to you with the contract estimate.

Your approval of this order under the provisions of PPM 30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

RECEIVED
APR [illegible] 1958
FOR FILING
I-323 (23)
08:35
5142

April 2, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-323(23)
16th Ave. Connection, Grading & Paving

Dear Sir:

With reference to the agreement between the State and City of Portland, recently submitted for our approval, on the above project; we would like to have the following information and/or adjustments made:

1. Supplemental Agreement - Things to be done by State. "Exhibit A" was not included.

2. Letter dated 2-25-58, H. K. Anderson to James Don, states work can start as soon as authorized by State. Has the State authorized this work?

3. The city shows 641' 16" C. I. Pipe, plus connections in amount of $9,573.43 in their estimate of costs. Page 9 of the agreement, paragraph 7, states-"and the State shall not be required to pay, for any new water or sewer lines, pipes, mains or conduits." It appears that this cost of $9,573.43 is for new water pipe.

4. The map No. 11-C-6, attached to agreement, does not show Highway location in reference to utility work to be done.

5. What is the reason for the City changing the location of the 16" water pipe from N. E. Oregon Street to N. E. Irving? Wouldn't it be possible to lower the pipe under the new highway at much less cost?

Very truly yours,

C. G. Polk
Division Engineer

[illegible]

[illegible]

FORM E-133

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

A

RECEIVED
APR 1 1958
FOR FILING

I-323(23)

5143

Mar. 31, 1958

Mr. Howard Angell
320 S. W. Stark St.
Portland 4, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5143, awarded Mar. 19, 1958, for grading and paving on the 16th Avenue Connection Section of the Columbia River (T. H. Banfield) Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 21 1958
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

I-323(23)
08-35

5143

March 19, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project I-323(23), 16th Avenue (Portland) Ramp Connection on the T. H. Banfield Expressway, we hereby concur as of this date in award of Contract No. 5143 to Howard Angell of Portland, Oregon, low bidder in the amount of $36,533.00 at the February 28, 1958 bid opening.

Very truly yours,

CGPolk

C. G. Polk
Division Engineer

RECEIVED
MAR 21 1958
FOR FILING

[illegible]

5143

March 19, 1958

Mr. Howard Angell
320 S. W. Stark Street
Portland, Oregon

Dear Mr. Angell:

The State Highway Commission on February 28, 1958 accepted your proposal for grading and paving the 16th Avenue Connection to the Columbia River Highway (T. H. Banfield Expressway) in the city of Portland, Multnomah County, for the sum of $36,533 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5143.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1 Washington
Attn: Dorothy McCormack

Mr. Lowell Richards
c/o Daily Journal of Commerce
83 Columbia Street
Seattle 4, Washington

R. G. Savage (SIAC)
Tom Edwards
S. H. Probert

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

1:00 P. M.
March 19, 1958

Howard Angell
320 S. W. Stark Street
Portland, Oregon

Contract for 16th Avenue Connection to the Columbia River Highway (T. H. Banfield Expressway) in city of Portland, Multnomah County, for which you submitted low bid on February 28, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
C. W. Head ✓
Files

RECEIVED
FEB 20 1958
FOR FILING

I-322 (23)

5143

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
February 19, 1958

SUBJECT: 16th Avenue Connection
Columbia River Highway

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

As I Discussed with you this date on the phone, the Bureau of Public Roads has requested that the on ramp connection to the Banfield at 16th Avenue be reduced in width from 24 feet as shown on the plans to 22 feet. This will apply to the tangent section of the D-line. The connection at Irving Street should not be reduced appreciably in order to accomplish the above.

It would appear that we should hold the easterly line at the D-line and make the reduction in width from the westerly side. This will permit the accelerating lane along the Baldock to remain essentially as it is on the plans.

Tom Edwards
Construction Engineer

By

L. H. Young
Ass't Construction Engineer

LHY:dmh

cc: Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
FEB 20 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
~~File~~
OREGON DISTRICT FILING

I-323([illegible])
5143

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

[illegible] STATE HIGHWAY BLDG.
SALEM, OREGON

February 12, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-323(23), N. E. Avenue (Portland) Ramps on the T. H. Banfield Expressway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

In connection with review of the plans, we note that provision is made for a 24' curbed section with a narrowed entrance to the freeway. For a one-way ramp to be used under similar conditions, AASHO standards indicate a maximum 22' width. Please give your consideration to a change to the narrower width during construction.

Very truly yours,

C G Polk
C. G. POLK
Division Engineer

Copy sent to Edwards

RECEIVED
FEB 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

File

RECEIVED
[illegible] 1958
OREGON DISTRICT
FILING

I-323(23)

5143

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 12, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-323(23), N. E. Avenue (Portland) Ramps on the T. H. Banfield Expressway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

In connection with review of the plans, we note that provision is made for a 24' curbed section with a narrowed entrance to the freeway. For a one-way ramp to be used under similar conditions, AASHO standards indicate a maximum 22' width. Please give your consideration to a change to the narrower width during construction.

Very truly yours,

C. G. Polk
C. G. POLK
Division Engineer

Copy sent to Edwards

RECEIVED
FEB 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 8 - 1958
FOR FILING
I-323(23)

5143

file

January 7, 1958

Mr. Will Gibson, City Auditor
City of Portland
City Hall
1220 S. W. 5th Ave.
Portland, Oregon

MISC. CONTRACTS and
AGREEMENTS No. 1686

Dear Sir:

We are enclosing for the records and files of the City of Portland two fully executed copies of a supplemental agreement between the State Highway Commission and the City of Portland covering the 16th Avenue Interchange on the Columbia River Highway in the City of Portland.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

P.S. One fully executed copy has been retained in this office for the Commission's files.

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 26, 1957

SUBJECT: Supplemental Agreement
16th Avenue Interchange
Columbia River Highway
City of Portland

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of the subject named agreement. All copies of the agreement have been executed by the city ~~but only~~ All copies ~~two~~ need to be presented to the Highway Commission for signature. All ~~Both~~ copies require your signature of approval.

This project was approved by the Highway Commission on August 16, 1956.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE Aug 16 1956 minute page 40
Secretary

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date Dec. 26, 1957

sign 3 copies

RECEIVED
SEP 30 1957
FOR FILING

I-323 (23)

5143

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1957

SUBJECT: Supplemental Agreement
16th Avenue Interchange
Union Avenue - N.E. 42nd Ave.
Section, Banfield Expressway
City of Portland

To: G. S. Paxson
Ass't State Highway Engineer

OFFICE

We are attaching six copies of the above named supplemental agreement as per your request of September 18, 1957.

It is understood that copies of the exhibit will be furnished by the County City Relations Division when available.

Glen Sorensen
GLEN V. SORENSEN
Staff Attorney

GVS:mmb
Encls.

RECEIVED
SEP 27 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
SEP 19 1957
FOR FILING

I-323 (2-3)

5143

Salem, Oregon
September 18, 1957

Supplemental agreement,
16th Avenue Interchange,
Union Ave.-N. E. 42nd Ave. Section,
Banfield Expressway in Portland

Mr. Leonard I. Lindas
Office

The State Highway Commission plans to call for bids on the above-named project at the bid letting in Salem on October 3. Under the terms of paragraph 5 of the original agreement dated November 4, 1955, it is necessary to have a supplemental agreement executed. It is requested that an agreement be prepared covering the following points:

RECITALS

In connection with the construction of the 16th Avenue and Holladay Street connections, Columbia River Highway (T. H. Banfield Expressway), as a throughway, the State and City heretofore entered into a certain agreement under date of November 4, 1955. Said agreement provides for the closing, handling, routing, and rerouting of certain roads which are under the jurisdiction and control of City, where said roads intersect or interfere with the proposed throughway. It has now been determined by State and City that the aforesaid agreement, although remaining in full force and effect, should be supplemented by this agreement in the manner hereinafter set forth in order to provide for the proper establishment, construction, and maintenance of the interchange.

THINGS TO BE DONE BY STATE

1. State shall construct and thereafter maintain a separation structure carrying the N. E. Holladay Street extension over the Union Pacific Railroad Company tracks, the structure to provide clearances for a future street the center line of which is designated P.9 on Exhibit "A". The location of said structure is shown colored in purple on Exhibit "A".

2. State shall construct and thereafter maintain a connecting service street running from the throughway to an intersection with N. E. 13th Avenue permitting westbound traffic only to leave the throughway. Said street is shown colored in green on Exhibit "A".

3. State shall construct and thereafter maintain a connecting service street running from N. E. 16th Avenue at its intersection with Irving Street to the throughway permitting eastbound traffic only to enter the throughway. Said street is shown colored in green on Exhibit "A".

4. State shall resurface and widen with asphaltic concrete a portion of N. E. Holladay Street between N. E. 13th Avenue and N. E. 12th Avenue as shown colored in orange on Exhibit "A".

THINGS TO BE DONE BY CITY

1. City consents, upon completion of the project by State, to the provisions as described and set forth in paragraphs 1, 2, and 3 under THINGS TO BE DONE BY STATE.

2. City consents, upon project completion by State, to the provisions as described and set forth in paragraph 4 under THINGS TO BE DONE BY STATE and agrees to continue maintenance of and jurisdiction over said street at its sole expense.

Please prepare six copies of the agreement in addition to any required by the Legal Division. Copies of the exhibit will be furnished by the County and City Relations Division when available.

G. S. Paxson
Assistant State Highway Engineer

Att.

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. C. G. Swanson

RECEIVED
AUG 1[illegible] 1957
FOR FILING

I-323(23)

5143

August 12, 1957

454
5227

Mr. W. A. Bowes, Commissioner
Department of Public Works
City Hall
Portland, Oregon

Attention: Mr. F. T. Fowler, Highway Engineering Coordinator

Gentlemen:

Enclosed are two copies of the proposed street connections on the Lloyd Corporation property near N. E. 16th Avenue. Approval is granted on the "D" Line (eastbound entrance to the T. H. Banfield Expressway), and the "P7A" Line (westbound exit from the T. H. Banfield Expressway.) Other roadways shown are to be constructed by parties other than the Oregon State Highway Department.

The notation that certain changes were requested by the State Highway Department does not coincide with our records. The change of position of the lower roadway which intersects P7A Line at Station 4+53.99 P.O.S., was made at the request of the Lloyd Corporation to allow a lower cost construction on the P9 Line.

The intersection shown at P7A 4+53.99 on our maps is with a "P9" Line whereas the plans submitted for approval indicate a "P9A" Line. While no intersection angle is indicated, the bearings on adjacent tangents if carried into the spiral on "P7A" result in an angle to local tangent at Station 4+53.99 about 1°57' greater than indicated with "P9" Line on original plan. This difference is satisfactory with us if the intersection station is as shown.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. Tom Edwards

(Construction) fn

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

G. J. LINDSTEDT
ASSISTANT TO COMMISSIONER
F. T. FOWLER
HIGHWAY ENGINEERING
CO-ORDINATOR

CITY OF PORTLAND
OREGON

PLEASE RETURN TO
FORREST COOPER

July 29, 1957

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

Transmitted herewith are three copies of a plan of the proposed street connections on the Lloyd property in the vicinity of N.E. 16th Avenue. This plan has been submitted to the City Engineer with a request that he prepare detail plans for the necessary street improvements. A copy of the letter of transmittal as well as a copy of the letter requesting the approval of the Highway Commission is also transmitted.

Since these street connections affect the proposed connection to Banfield Freeway as planned by the State Highway Department, will you please check these plans and if found correct, will you please approve all three copies and return two copies to me, keeping one for your records.

Very truly yours,

F. T. Fowler
F. T. Fowler
Highway Engineering Coordinator

FTF:jd

Enc.

RECEIVED
1957
OFFICE OF
STATE HIGHWAY ENGINEER

HEAD OFFICE:
BEVERLY HILLS
CALIFORNIA

LLOYD CORPORATION, LTD.
720 N.E. TWELFTH AVENUE
PORTLAND, OREGON
ZONE 14
TEL. BELMONT 5-7199

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

July 25, 1957

City of Portland
Department of Public Works
City Hall
Portland, Oregon.

Attention: Mr. Fred Fowler.

Dear Mr. Fowler:

In accordance with your request, we enclose herewith three additional copies of proposed extensions of Lloyd Boulevard and N. E. Holladay Street as prepared by our architect, John Graham. While this plan was worked out by Mr. Graham's engineer in connection with your Engineering Department and Mr. Sturmer of the Oregon State Highway Department, we do not find that we have an official approval from either the City or the State. Following your suggestion, we would therefore very much appreciate your obtaining the approval of the State Highway Department, then proceeding with the further details required by the City.

Yours very truly,

F B Drinker

F. B. DRINKER, Portland Manager
LLOYD CORPORATION, LTD.

FBD:a

W. A B.

HEAD OFFICE:
BEVERLY HILLS
CALIFORNIA

LLOYD CORPORATION, LTD.
720 N.E. TWELFTH AVENUE
PORTLAND, OREGON
ZONE 14
TEL. BELMONT 2-7188

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

July 17, 1957

Department of Public Works
City of Portland
City Hall
Portland, Oregon.

Attention: Mr. William A. Bowes.

Dear Commissioner Bowes:

We are enclosing a plan prepared by our architects, John Graham and Company, showing the proposed extensions of Lloyd Boulevard into N. E. 16th Avenue, and N. E. Holladay Street into N. E. 15th Avenue. These are in accordance with our various discussions with your department and are part of the traffic scheme as worked out by Harland Bartholomew and Associates and your department for handling traffic around Lloyd Center when the streets through the Lloyd Center area are closed.

We would appreciate having your approval of this plan, and request that your Engineering Department proceed with the necessary work to complete the detailed plans in accordance with City specifications.

Thank you very much for your cooperation in this matter.

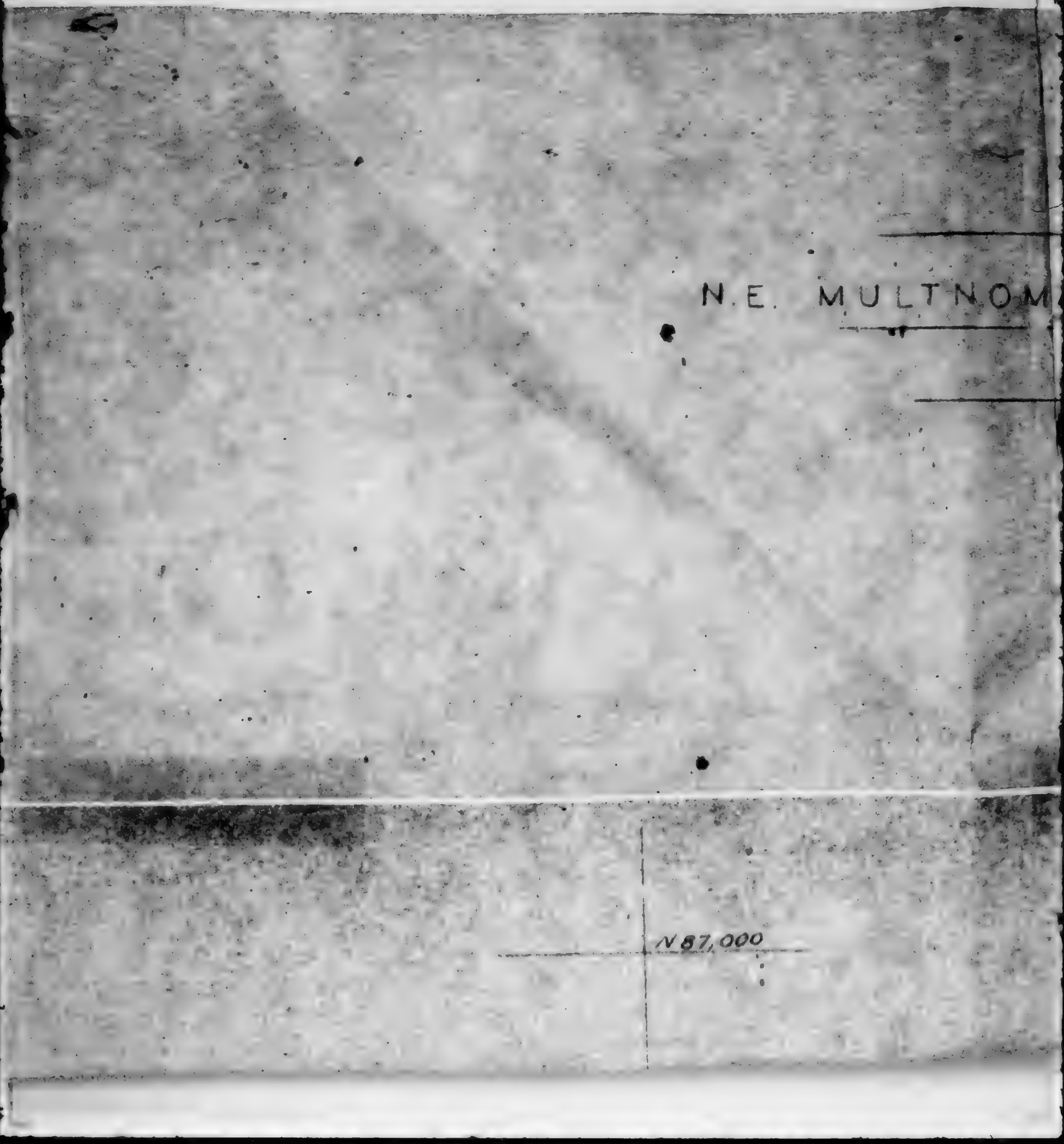
Yours very truly,

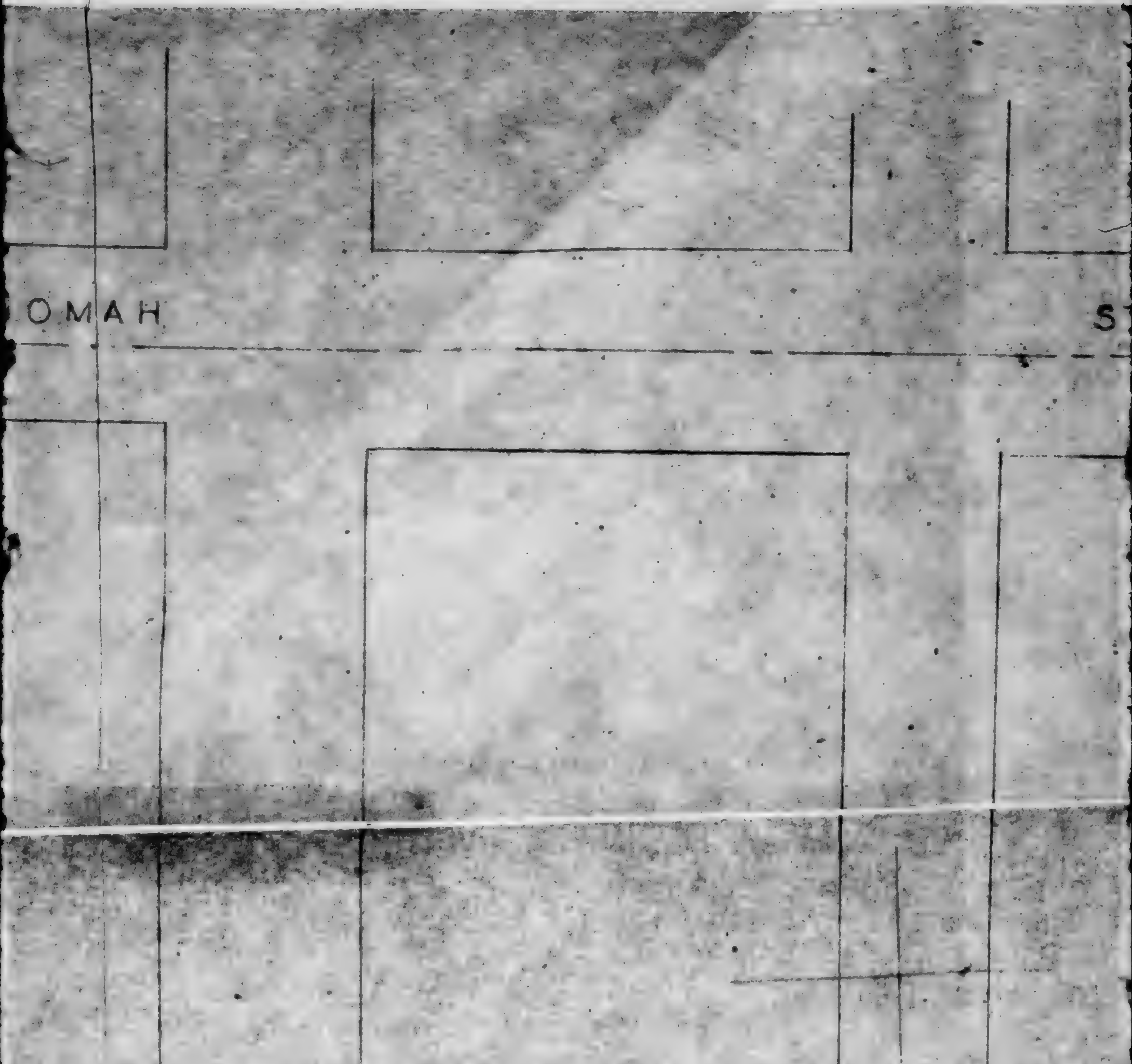
F B Drinker

F. B. DRINKER, Portland Manager
LLOYD CORPORATION, LTD.

FBD:a

W. A B.


N.E. MULTNOM
N 87,000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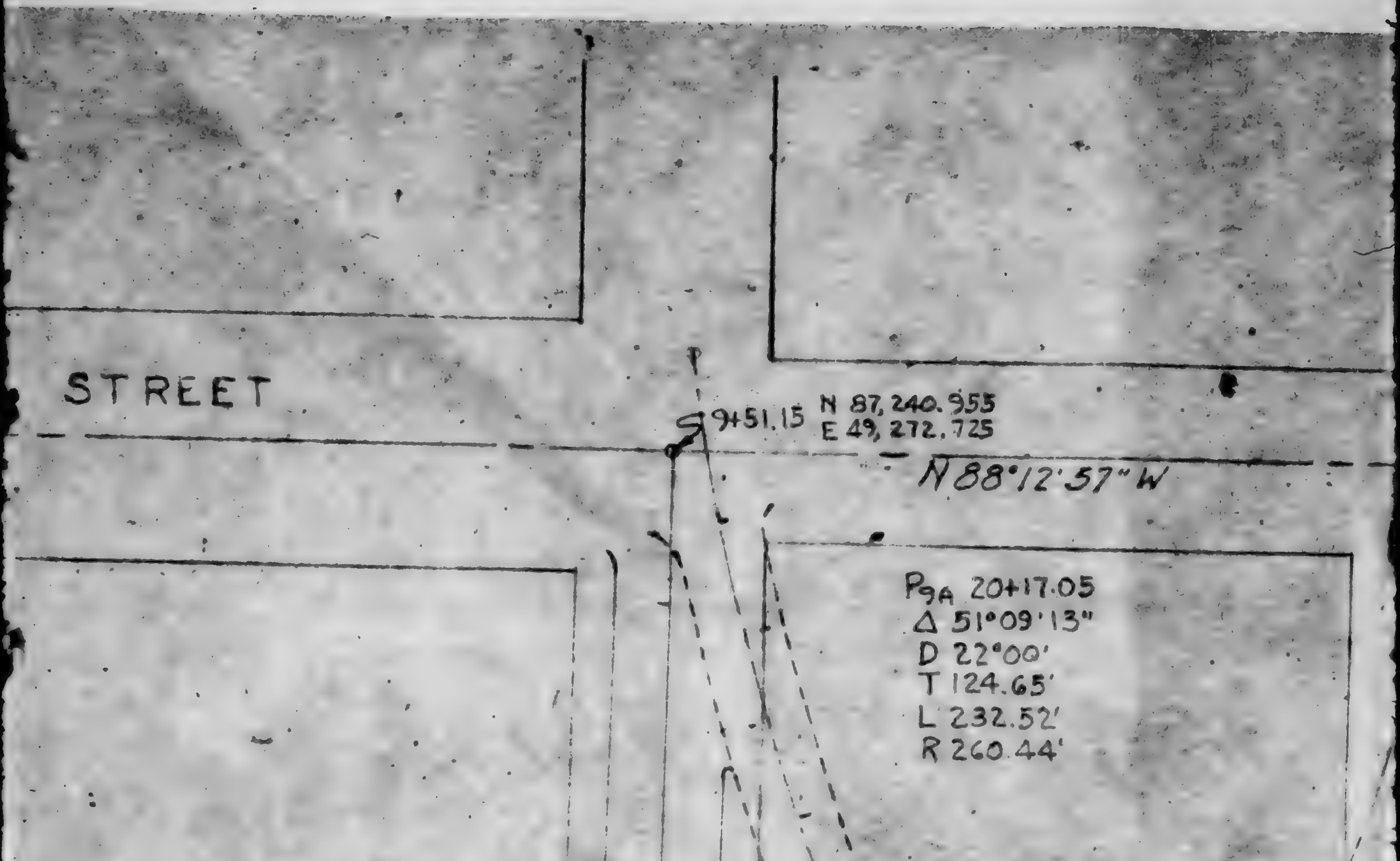
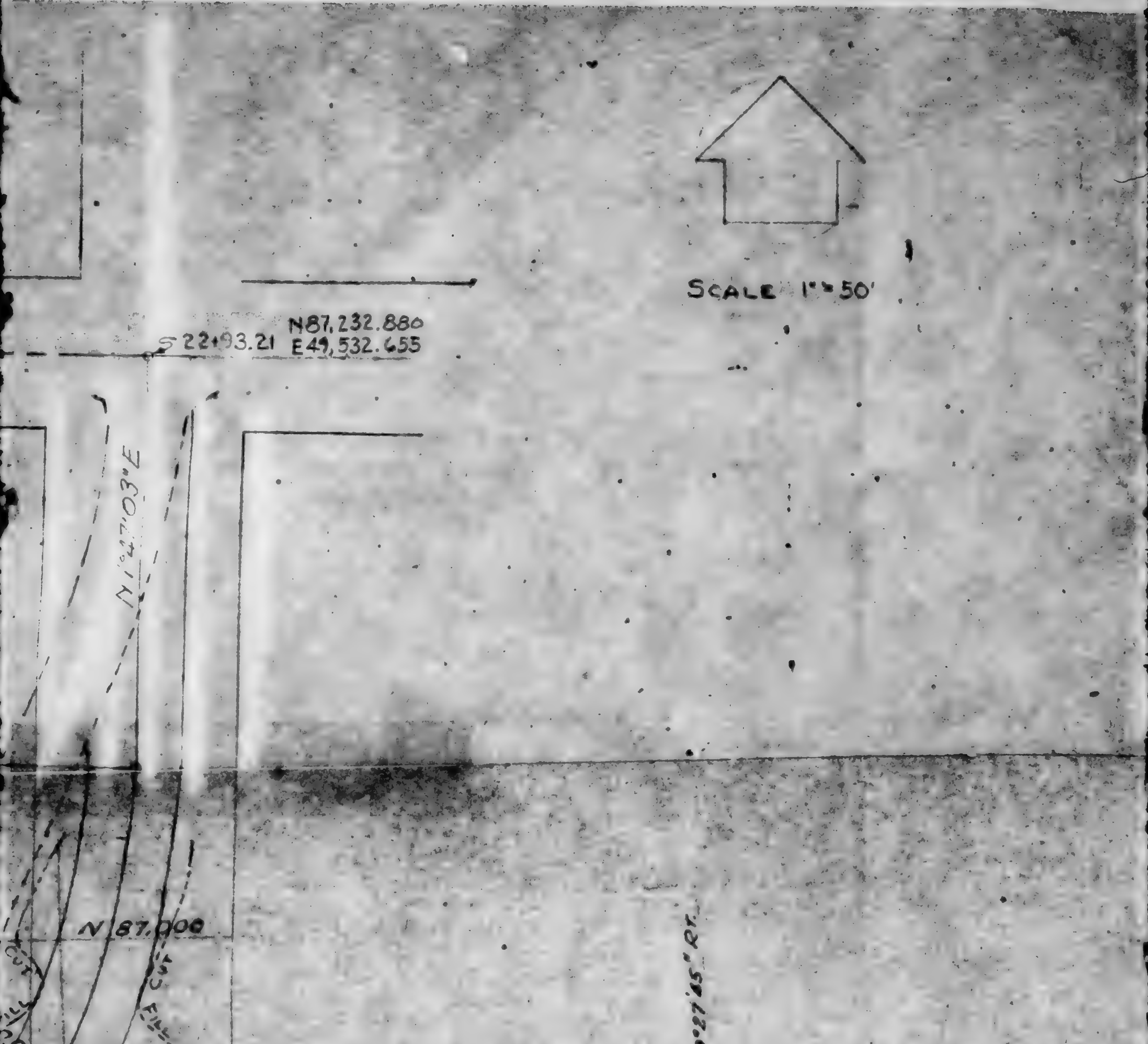
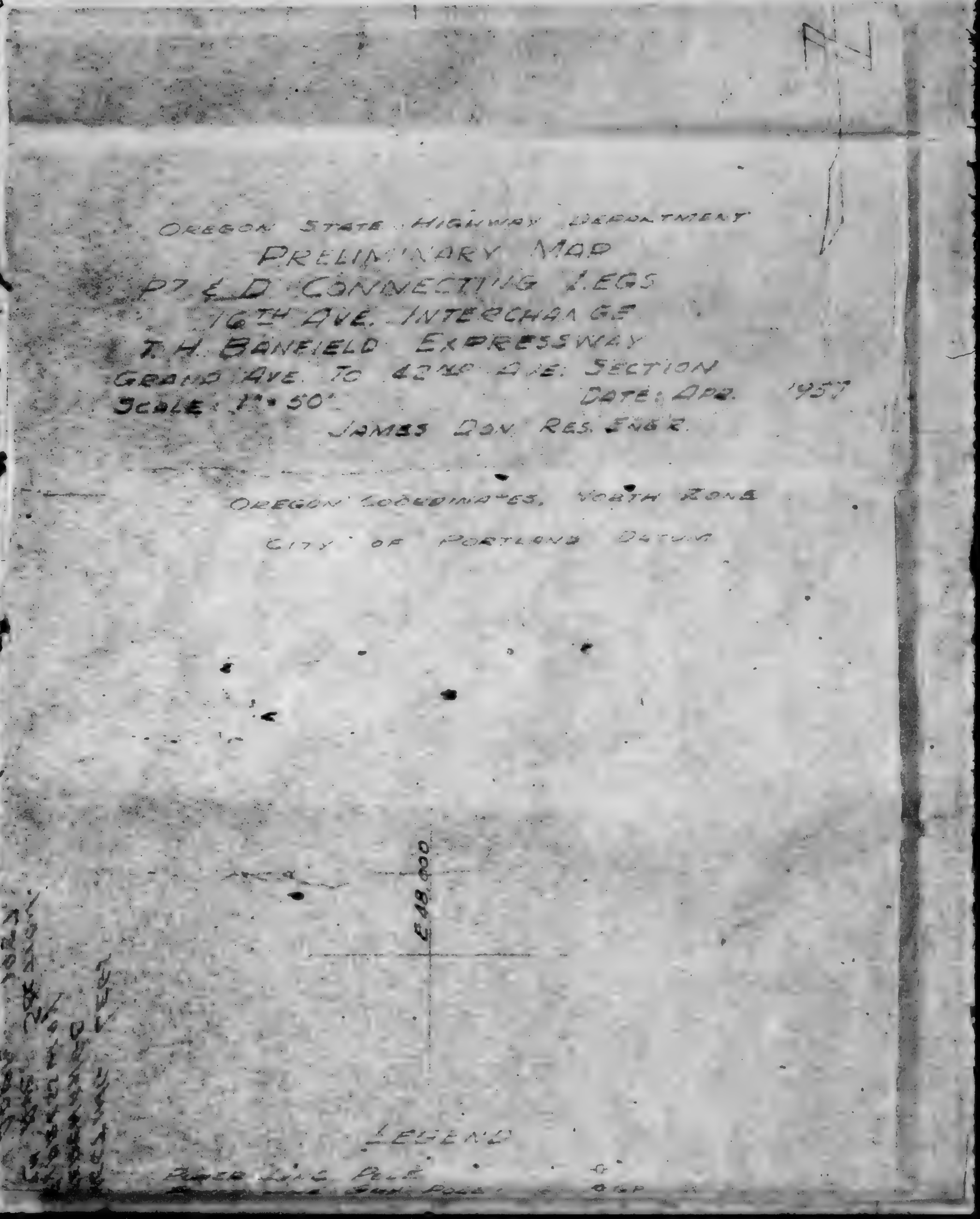

STREET
9+51.15
N 87,240.955
E 49,272.725
N 88°12'57" W
P9A 20+17.05
Δ 51°09'13"
D 22°00'
T 124.65'
L 232.52'
R 260.44'
P9A 21+24.92 P.T.
N1°47'03" E
PRELIMINARY ONLY
CUT
FILL
20


SCALE 1" = 50'
22+93.21
N87,232.880
E49,532.655
N 1°47'03" E
N 87,000
CUT
FILL
CUT
FILL
P.S. 20+17
Δ 19°27'45" RT.

WESLER	D.L.C.
SULLIVAN	DLC

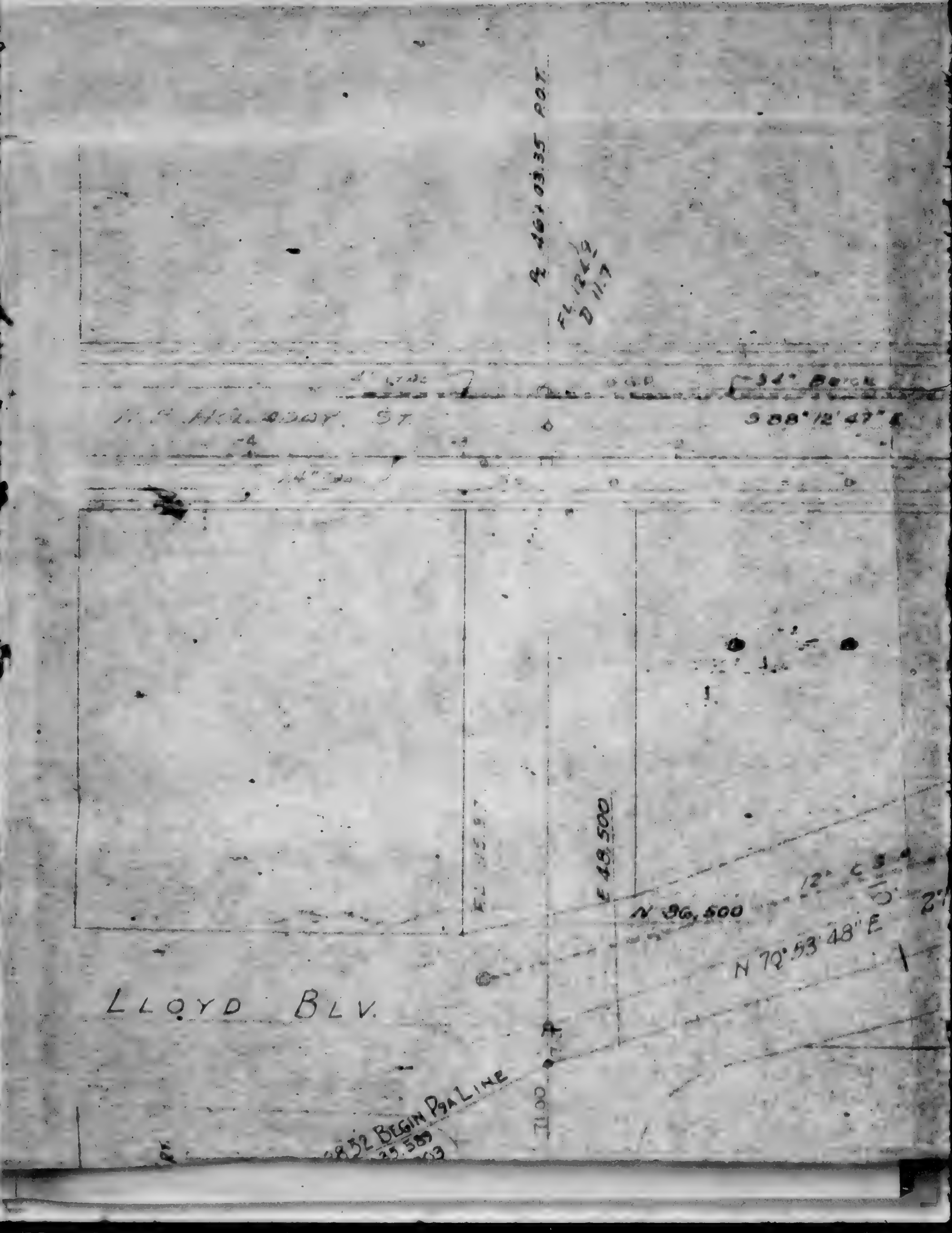
N 87,000
18'05" Lt.

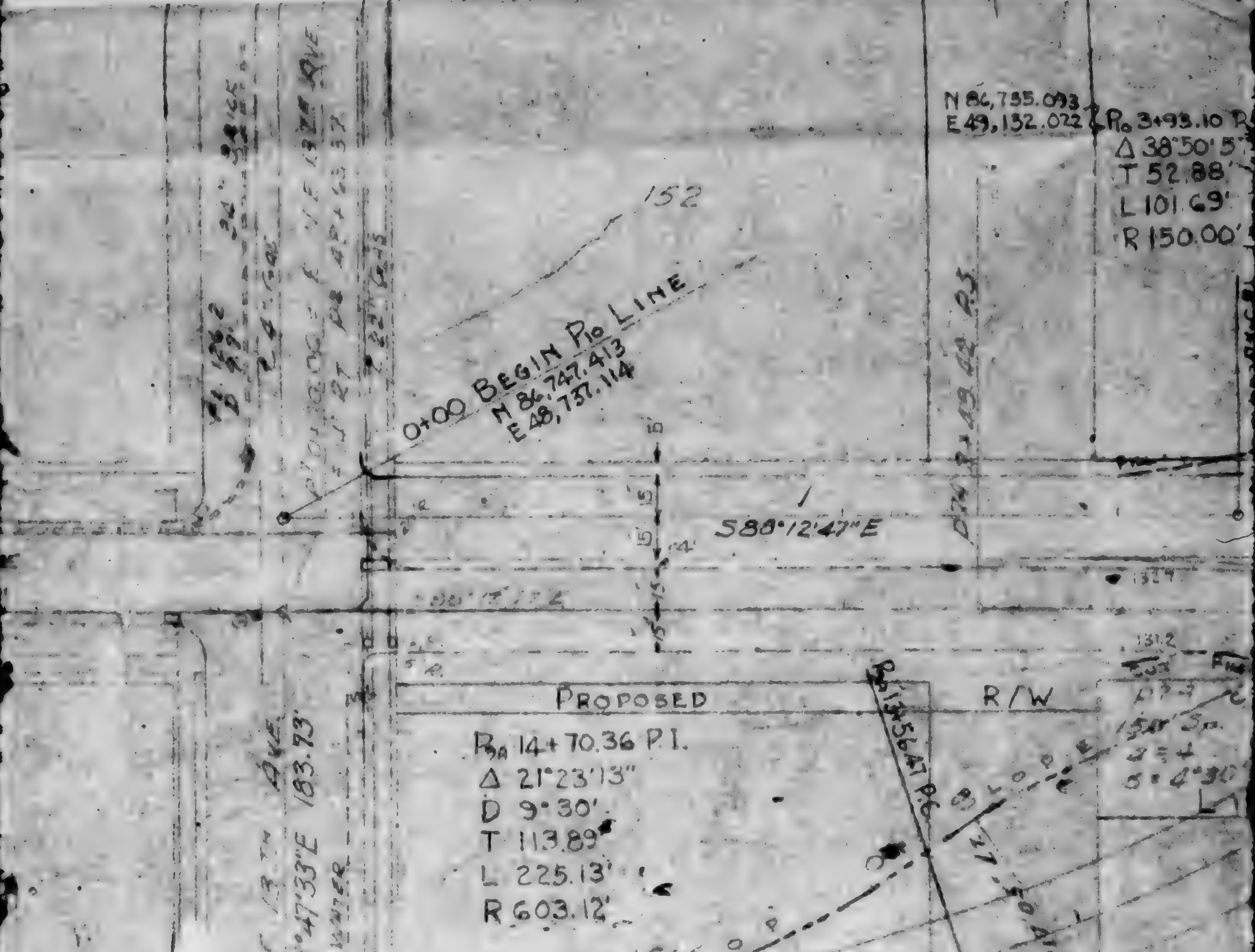


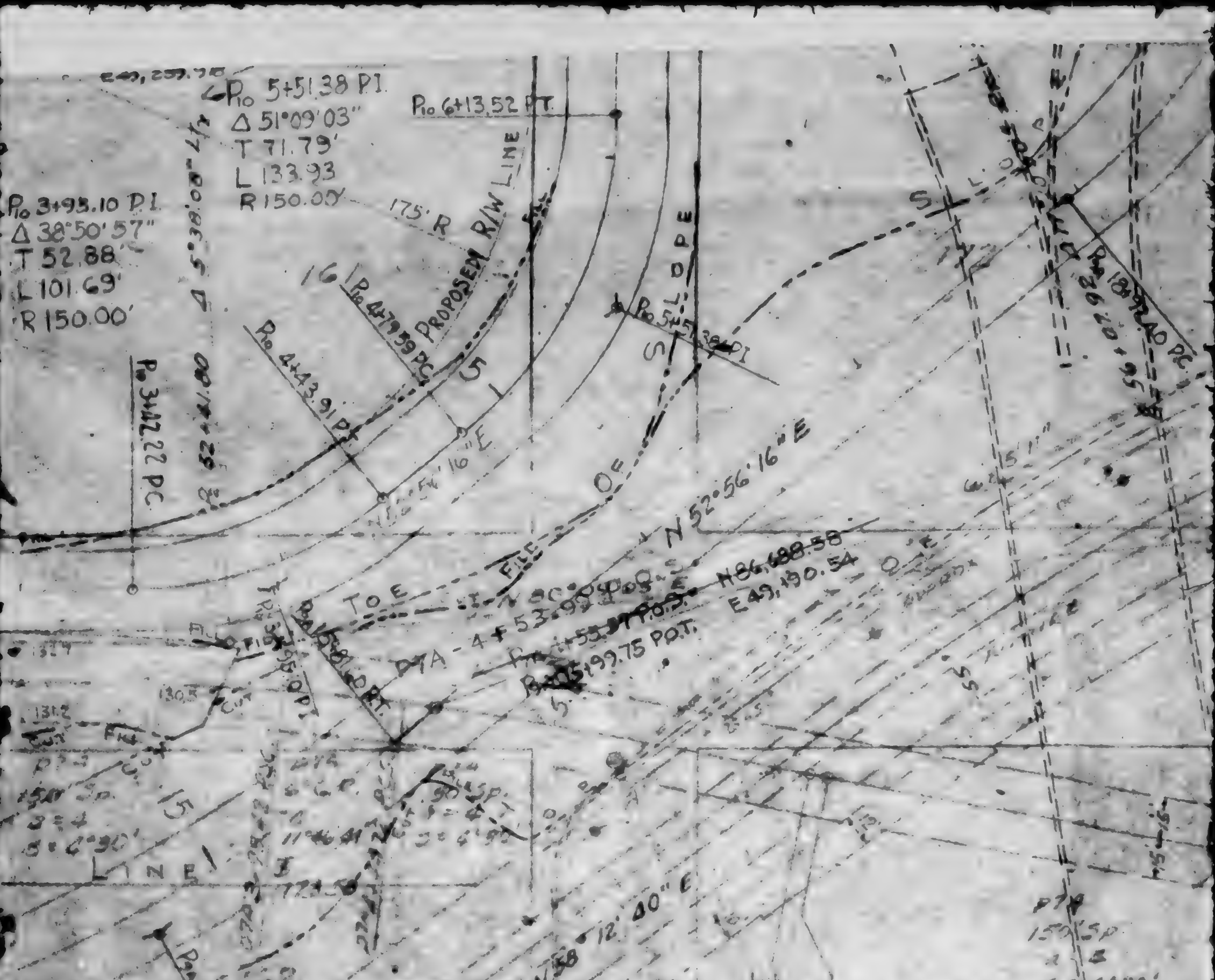
OREGON STATE HIGHWAY DEPARTMENT
PRELIMINARY MAP
P7 & D CONNECTING LEGS
16TH AVE. INTERCHANGE
T.H. BANFIELD EXPRESSWAY
GRAND AVE. TO 42ND AVE. SECTION
SCALE: 1" = 50'   DATE: APR. 1957
JAMES DON RES. ENGR.

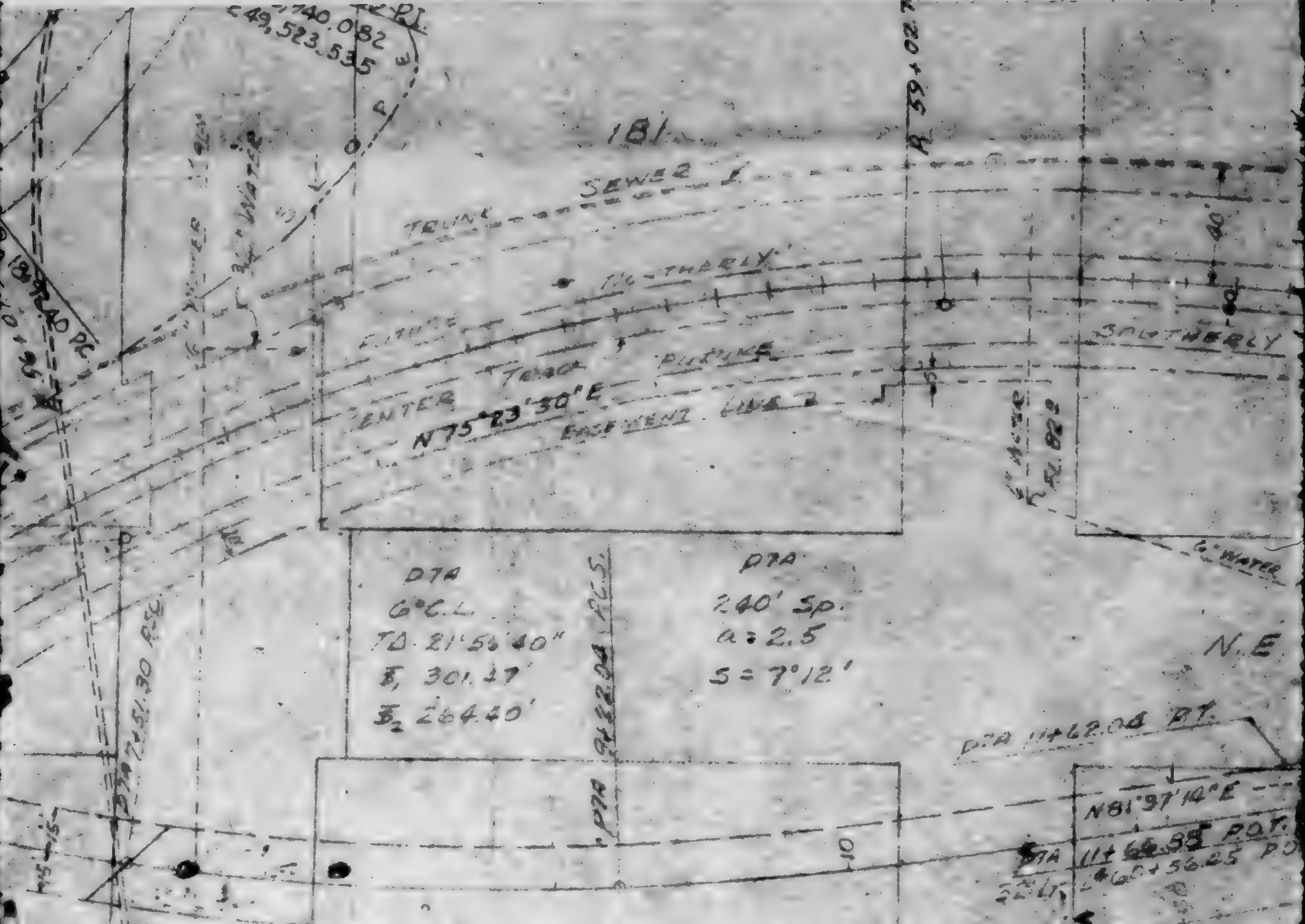
OREGON COORDINATES, NORTH ZONE
CITY OF PORTLAND DATUM

LEGEND
POWER LINE POLE
[illegible] GUY POLE

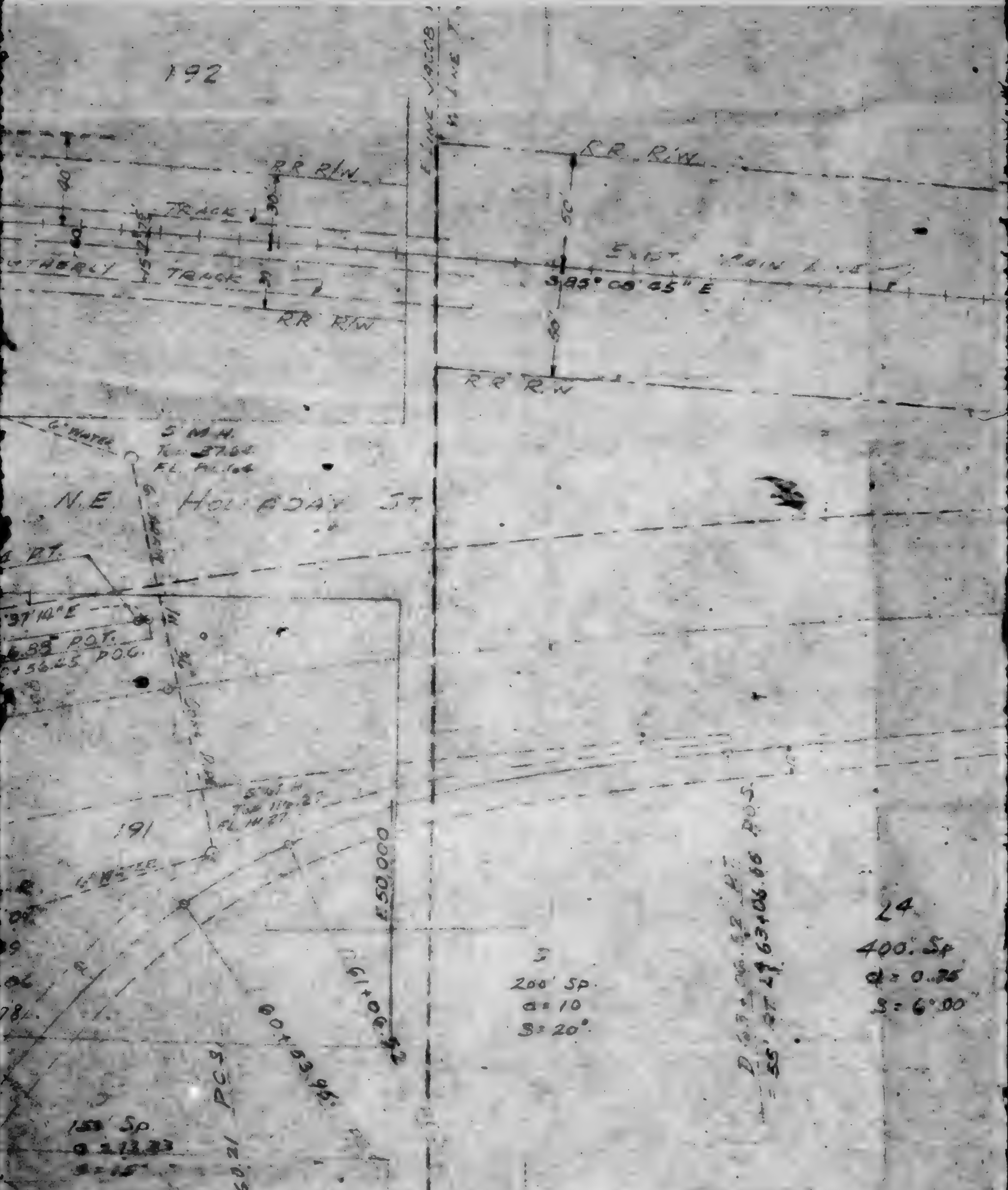

℄ 46+03.35 P.O.T.
FL 124.3
D 11.7
34" Brick
N.E. HALLADAY ST.
S 88°12'47" E
E 48,500
N 96,500
12"
N 72°53'48" E
LLOYD BLV.
7+00
6+8.52 BEGIN P9A LINE
35.589

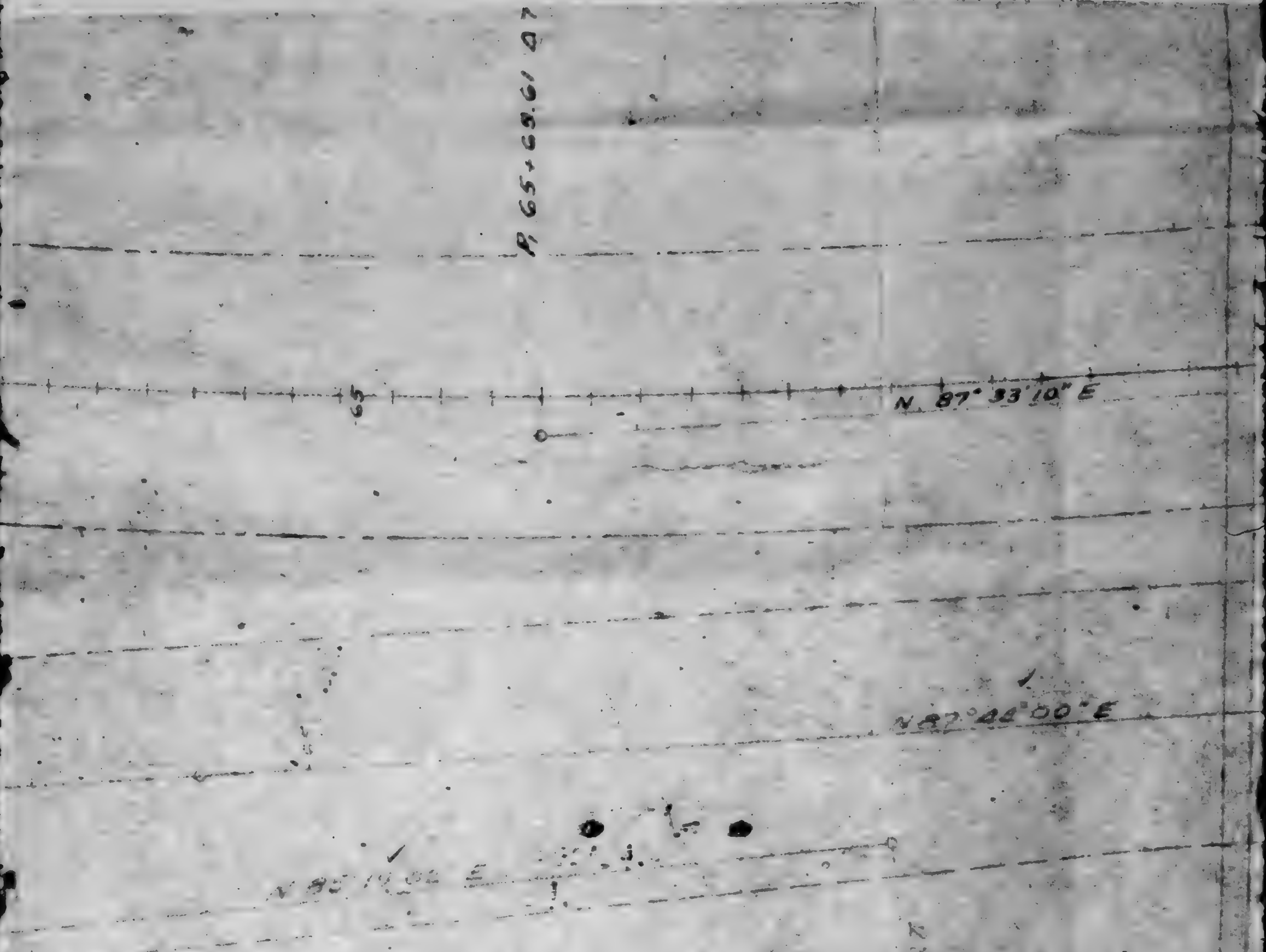

N 86,735.093
E 49,132.022
P10 3+93.10 P.I.
Δ 38°50'5"
T 52.88'
L 101.69'
R 150.00'
152
0+00 BEGIN P10 LINE
N 86,747.413
E 48,737.114
S88°12'47"E
PROPOSED
R/W
P3A 14+70.36 P.I.
Δ 21°23'13"
D 9°30'
T 113.89'
L 225.13'
R 603.12'
AVE
N1°47'33"E 183.73'
WATER
151 TOP
CUT
FILL
TOP OF SLOPE
278.31'
N74°19'29"E
118.75
E 49,000
R.R. R/W
SLOPE

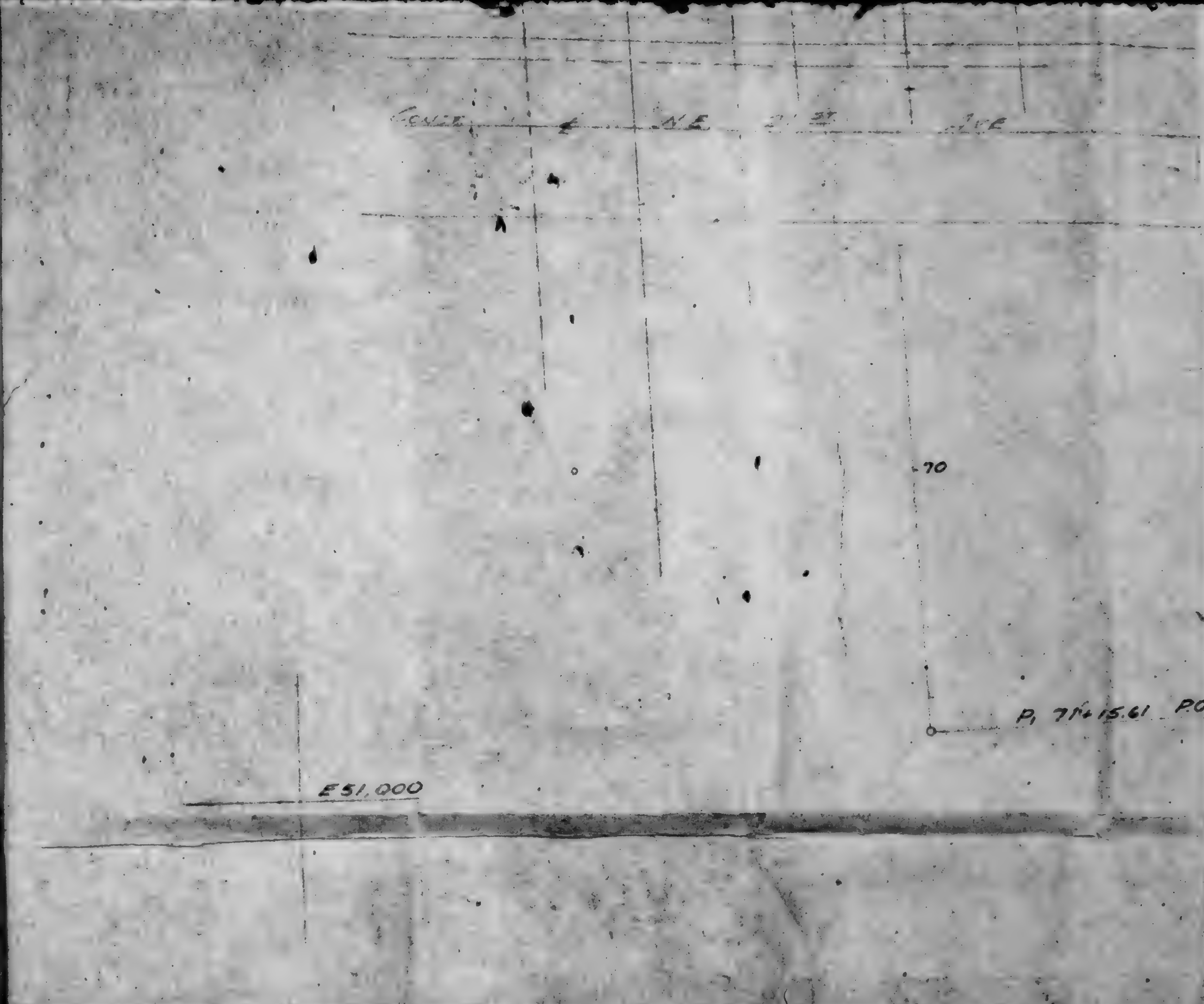

Pᴵᴏ 5+51.38 P.I.
Δ 51°09'03"
T 71.79'
L 133.93
R 150.05'
Pᴵᴏ 6+13.52 P.T.
Pᴵᴏ 3+93.10 P.I.
Δ 38°50'57"
T 52.88'
L 101.69'
R 150.00'
175' R
PROPOSED R/W LINE
16
Pᴵᴏ 4+79.59 P.C.
Pᴵᴏ 4+43.91 P.T.
Pᴵᴏ 3+42.22 P.C.
Pᴵᴏ 5+47.38 P.I.
SLOPE
S
SLOPE
OF
FILL
TOE
N 52°56'16" E
N 86,688.58
E 49,190.54
P7A - 4+53.99 P.O.S.
P7A 5+99.75 P.O.T.
15
LINE
N 58°12'40" E
Pᴵᴏ 18+97.40 P.C.
CUT
FILL
P7A
150' Sp.
S = 4°30'



P.I.
N 1740.082
E 49,523.535
59+02.7
181
TRUNK SEWER
FUTURE
NORTHERLY
CENTER TRACK FUTURE
N75°23'30"E
EASEMENT LINE
WATER
SOUTHERLY
40'
6" WATER
DTA
6°C.L.
TΔ 21°56'40"
T1 301.37'
T2 264.40'
DTA 9+22.04 P.C.S.
DTA 7+51.30 P.S.E.
DTA
240' Sp.
a = 2.5
S = 7°12'
N.E.
DTA 11+62.04 P.T.
N81°37'14"E
DTA 11+56.85 P.O.T.
60+56.25 P.O.
10
E49,500
N86,500
182
N.E. PACIFIC ST.
400 Sp.
a = 0.75
59+11.32 P.S.C.
3°06' C.R.
Δ 4°28'00"
L 170.89
R 1909.86
Ts 416.78


192
RR R/W
TRACK
30
20
SOUTHERLY TRACK
RR R/W
E LINE JACOB
W LINE
RR R/W
50
EXIST. MAIN LINE
S 85° 08' 55" E
RR R.W
6" WATER
S.M.H.
T. 37.64
FL
N.E. HOLLADAY ST.
P.T.
37'14"E
P.O.T.
56.25 P.O.C.
S.M.H.
T. 117.27
FL 111.27
191
6" WATER
E 50,000
61+06.82
60+93.95
PC 3
60.21
150 Sp
Δ 23.33
S=15°
3
200' Sp
Δ=10
S=20°
P.O.S.
63+06.66
24
400' Sp
Δ=0.25
S=6°00"


P, 65+69.61 Δ7
65
N. 87° 33' 10" E
N 87° 44' 00" E
N 85° 11' 00" E
E 50,500
N 86,500
D 67+02.95
67+04.95 EQT
L 14+2
L 64+60.21' P.T.
Sp
0.75
6°00'


N.E.
AVE
70
P.I. 71+15.61 P.O.
E51,000

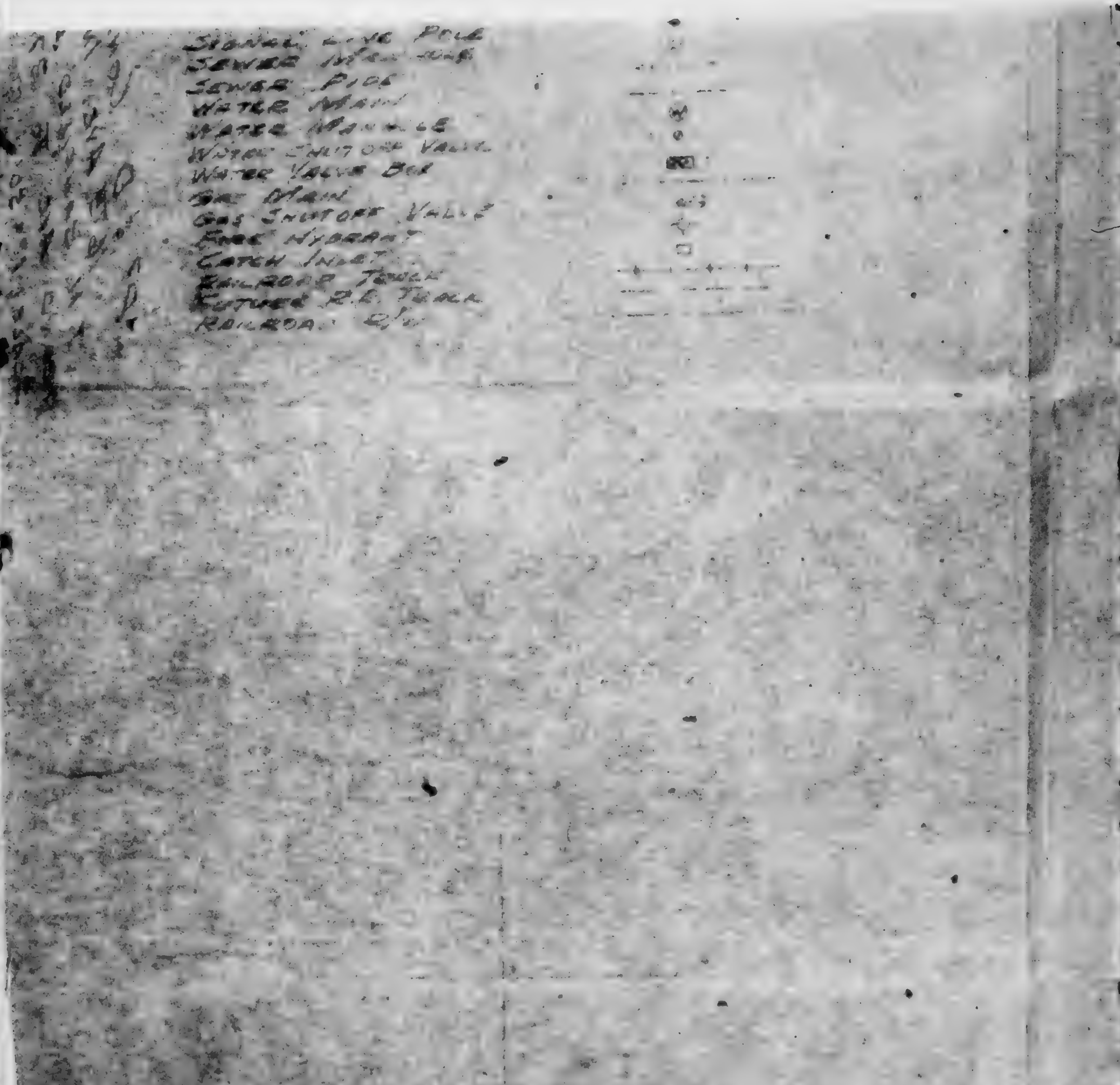
[illegible] 20

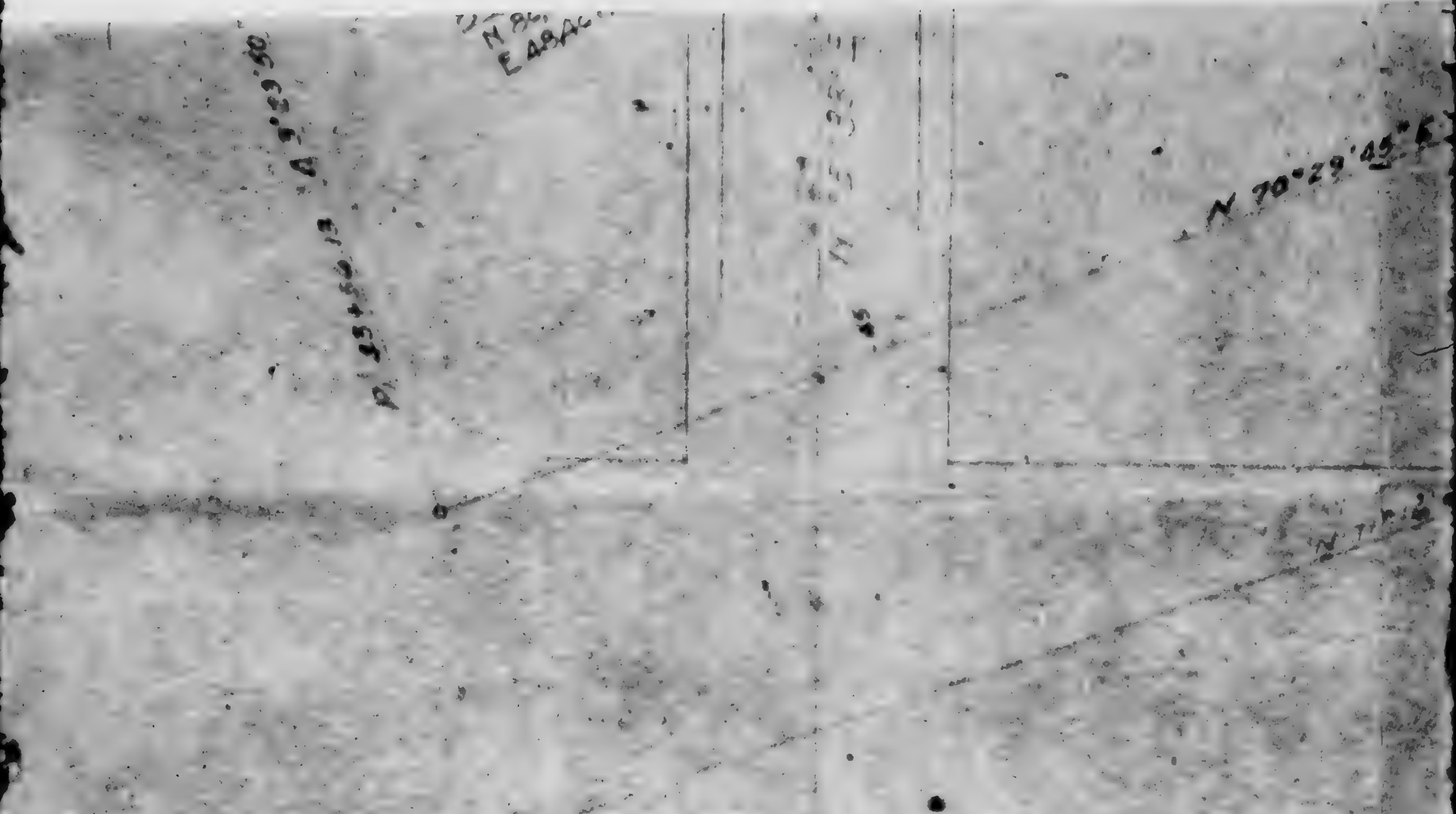
[illegible]

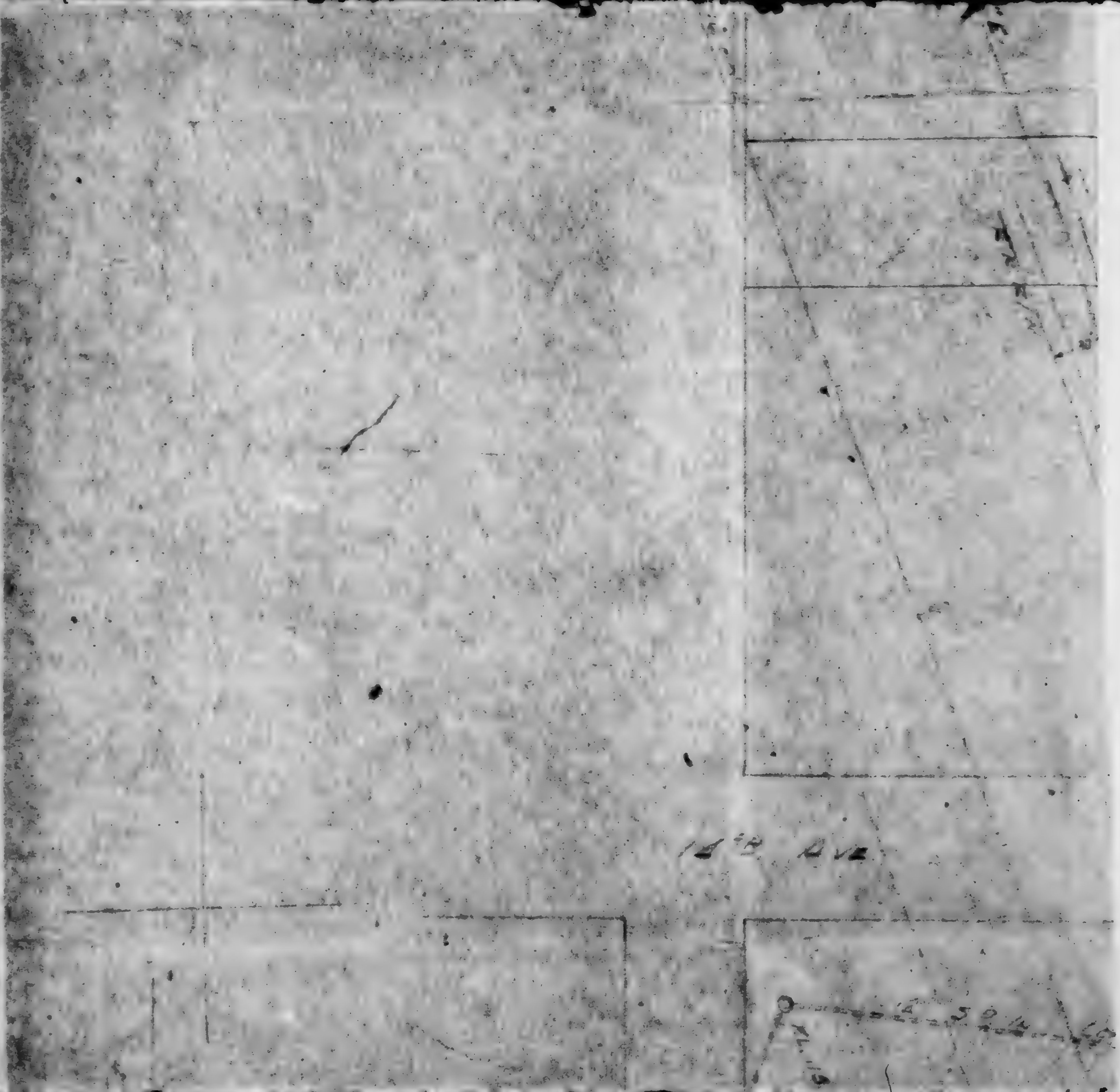
L. H. [illegible]

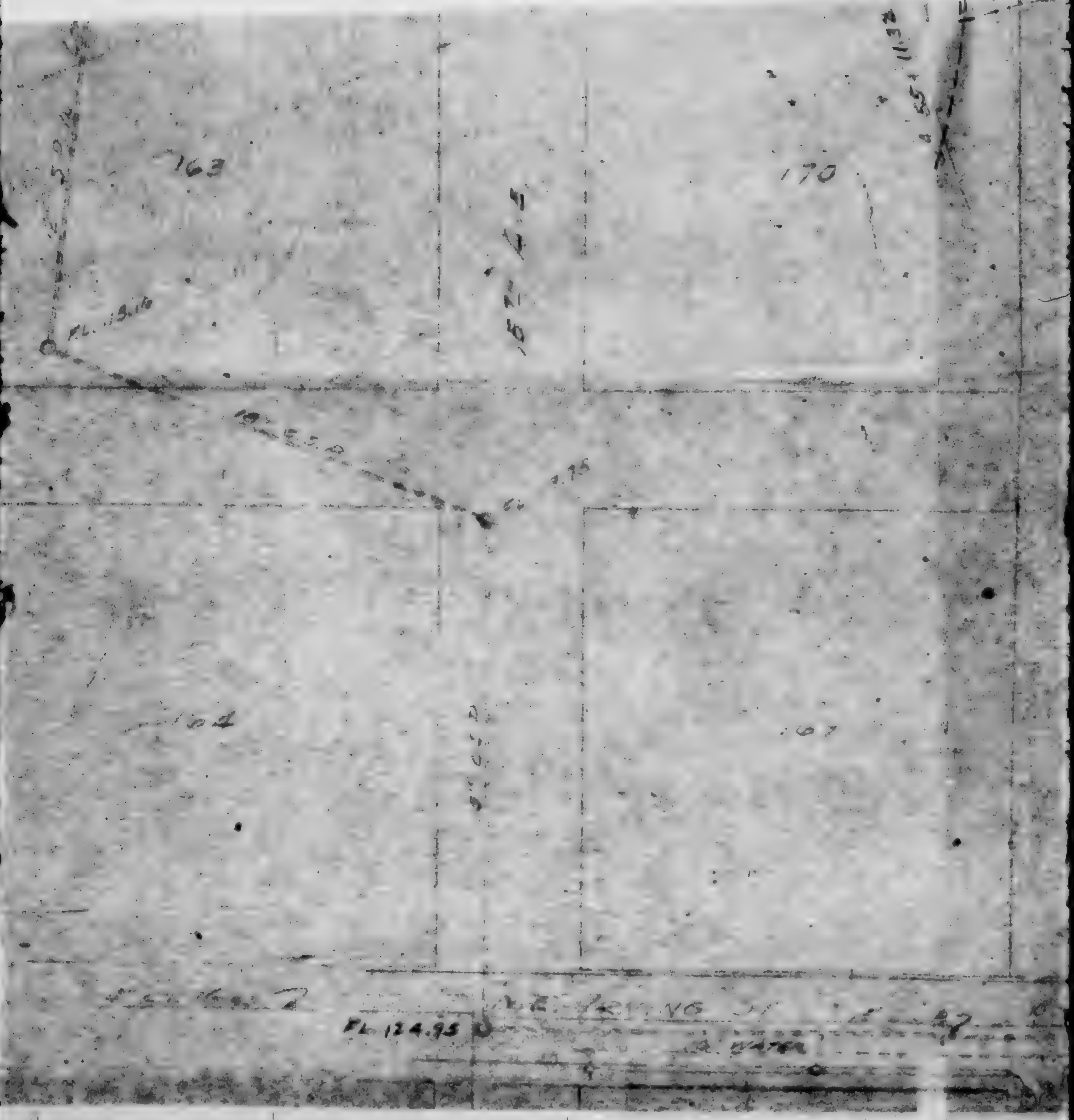
15 [illegible]

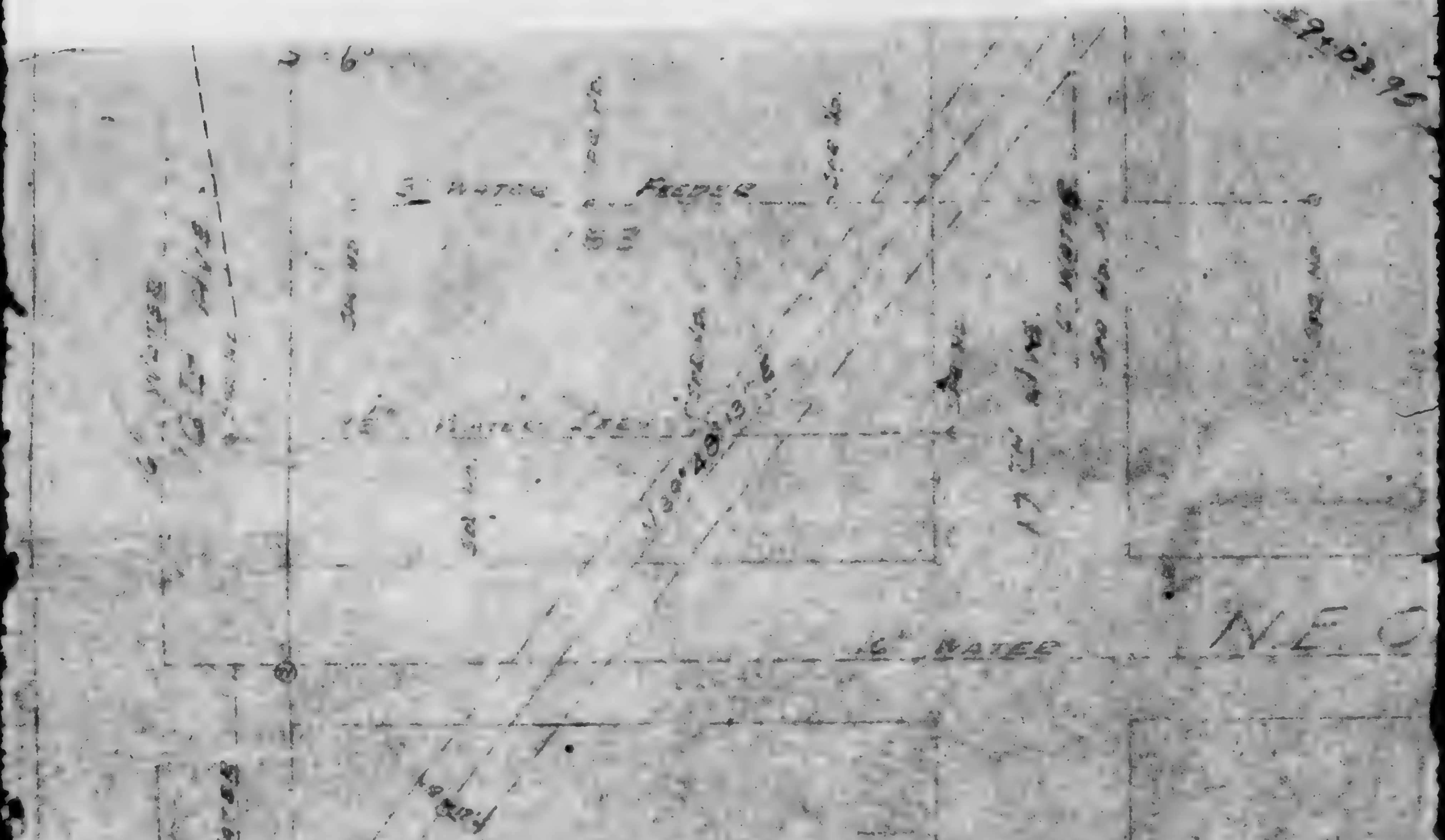
by J. D. [illegible]

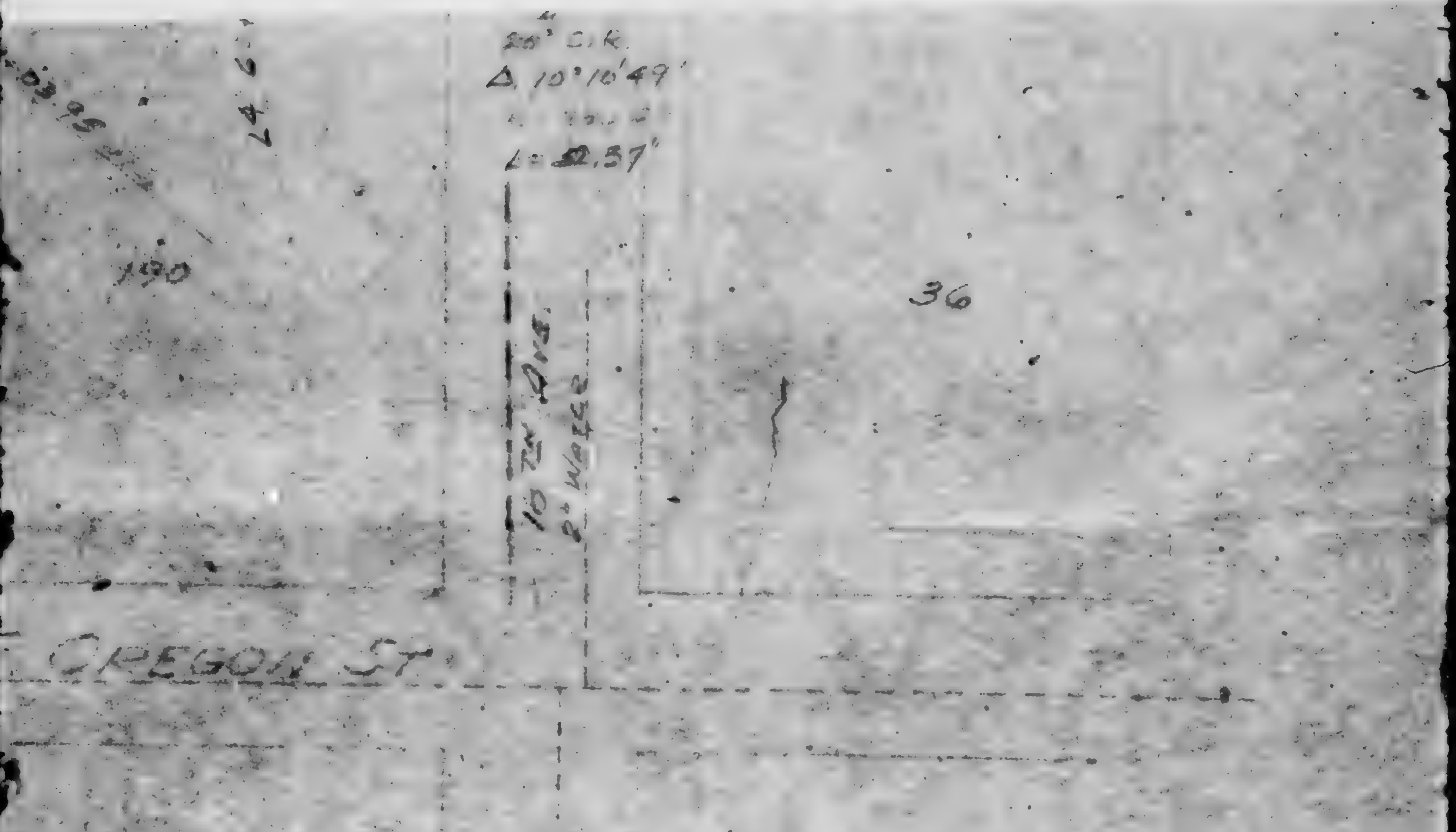

SIGNAL LINE POLE
SEWER MANHOLE
SEWER PIPE
WATER MAIN
WATER MANHOLE
WATER SHUTOFF VALVE
WATER VALVE BOX
GAS MAIN
GAS SHUTOFF VALVE
FIRE HYDRANT
CATCH INLET
RAILROAD TRACK
FUTURE R.R. TRACK
RAILROAD R/W

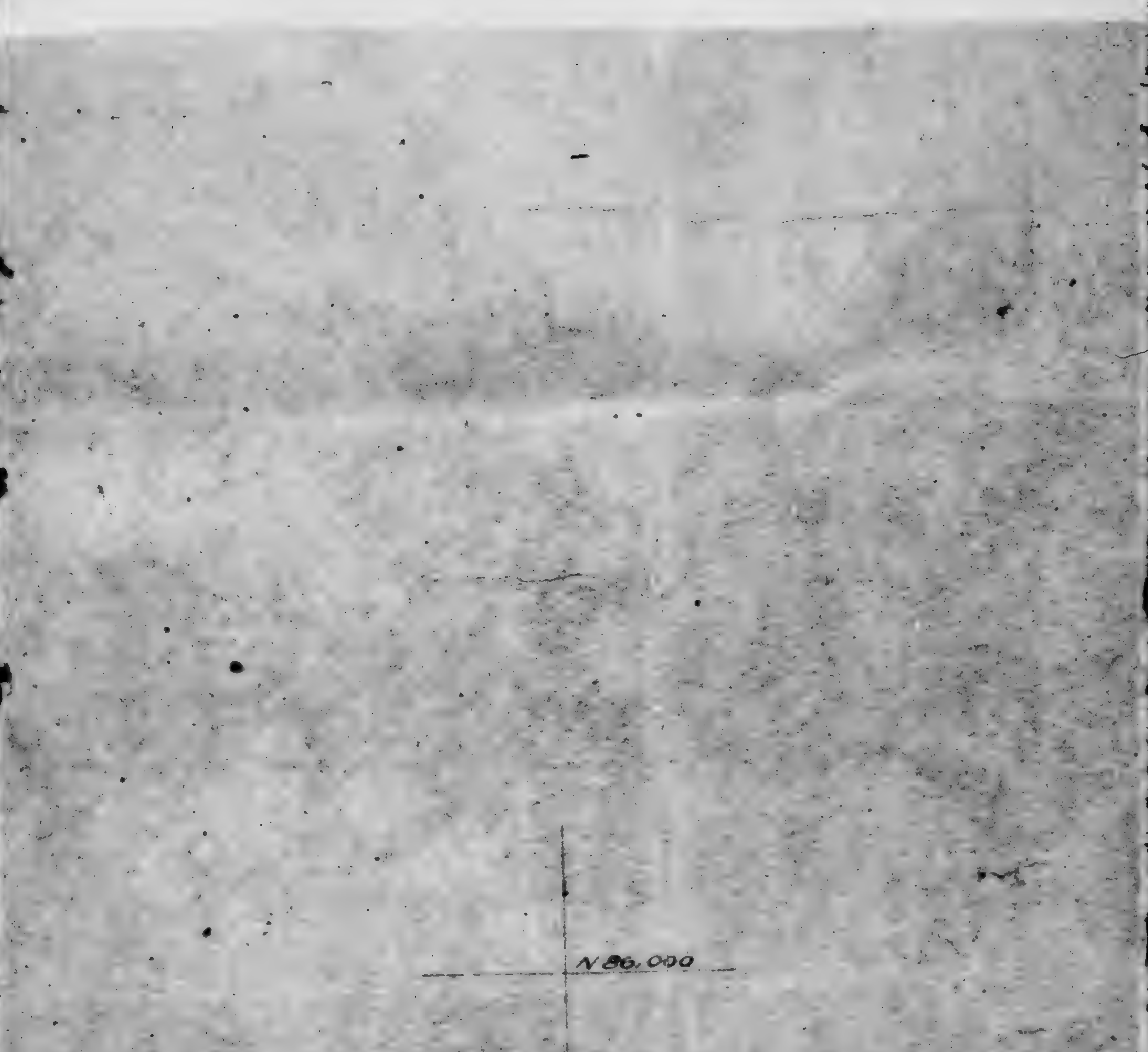

P.I. 15+56.13
Δ 9°59'50"
N 8
E 48
N 70°29'45" E
N 56,000

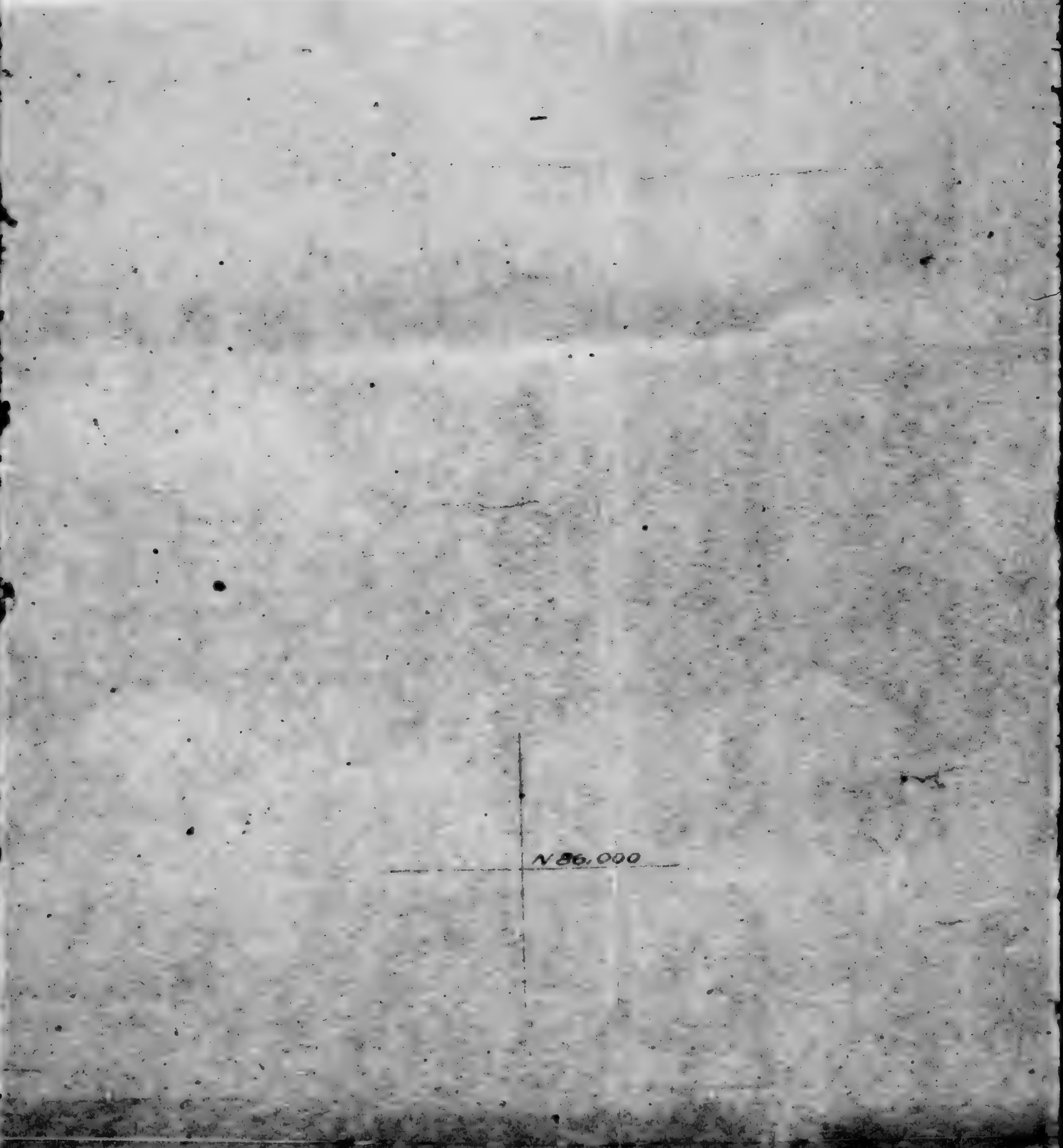

14th Ave


163
170
FL 124.95
WATER


59+03.95
2"6"
6" WATER FEEDER
153
6" WATER
30+48.13
6" WATER
N.E.C
D 55+47.89
160
Δ=24°
S=27°
154
N 86 000
D 53+97.89
D 53+67.27
36" C.R.
Δ 11° 01' 21"
R 157.16
L 30.62
D 53+34.68
10+42.03

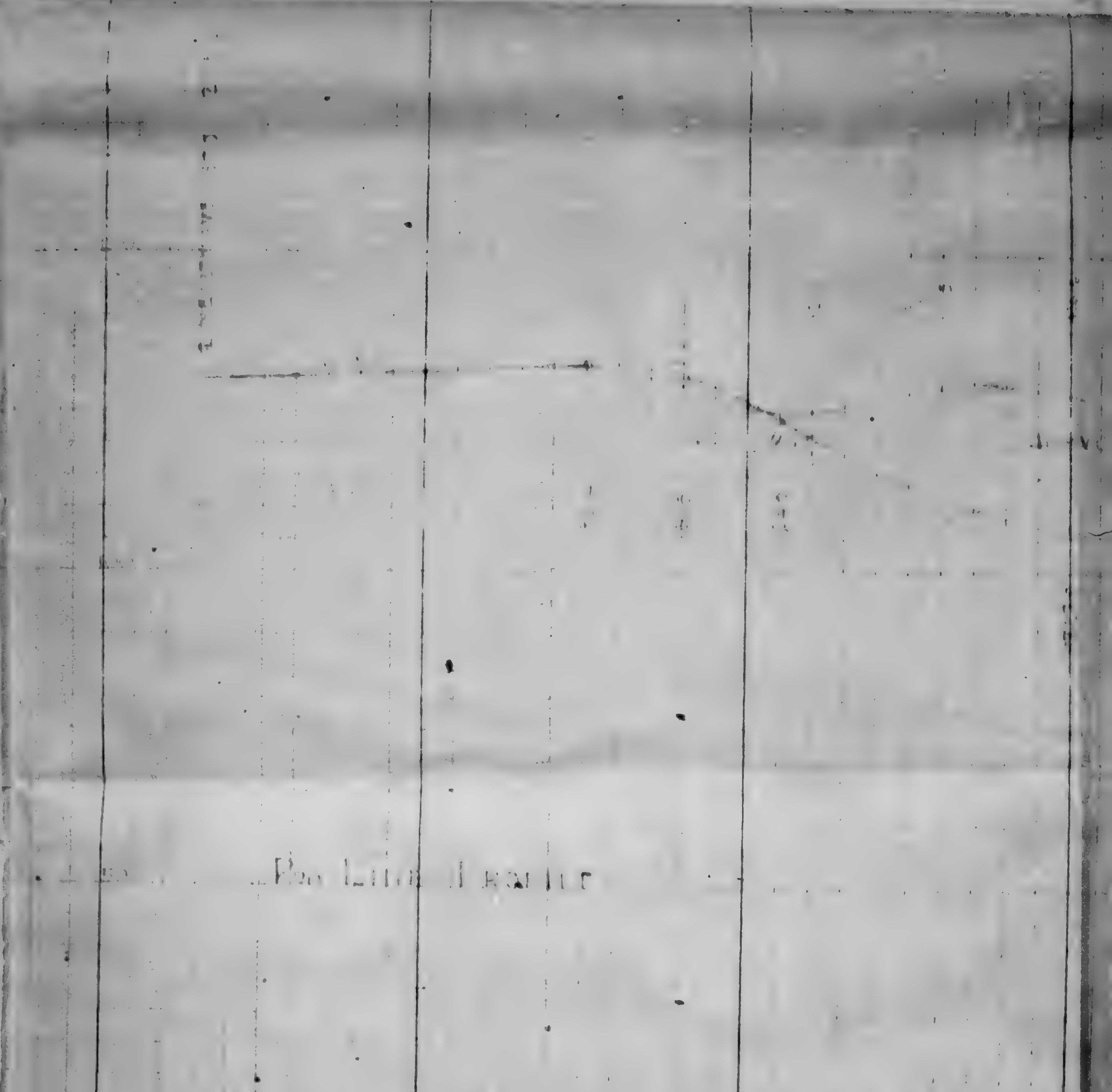

20' CIR.
Δ 10°10'49"
L=2.57'
L46
190
36
10" ... DIS.
2" WATER
OREGON ST.
WATER
169
S.88°11'53" E

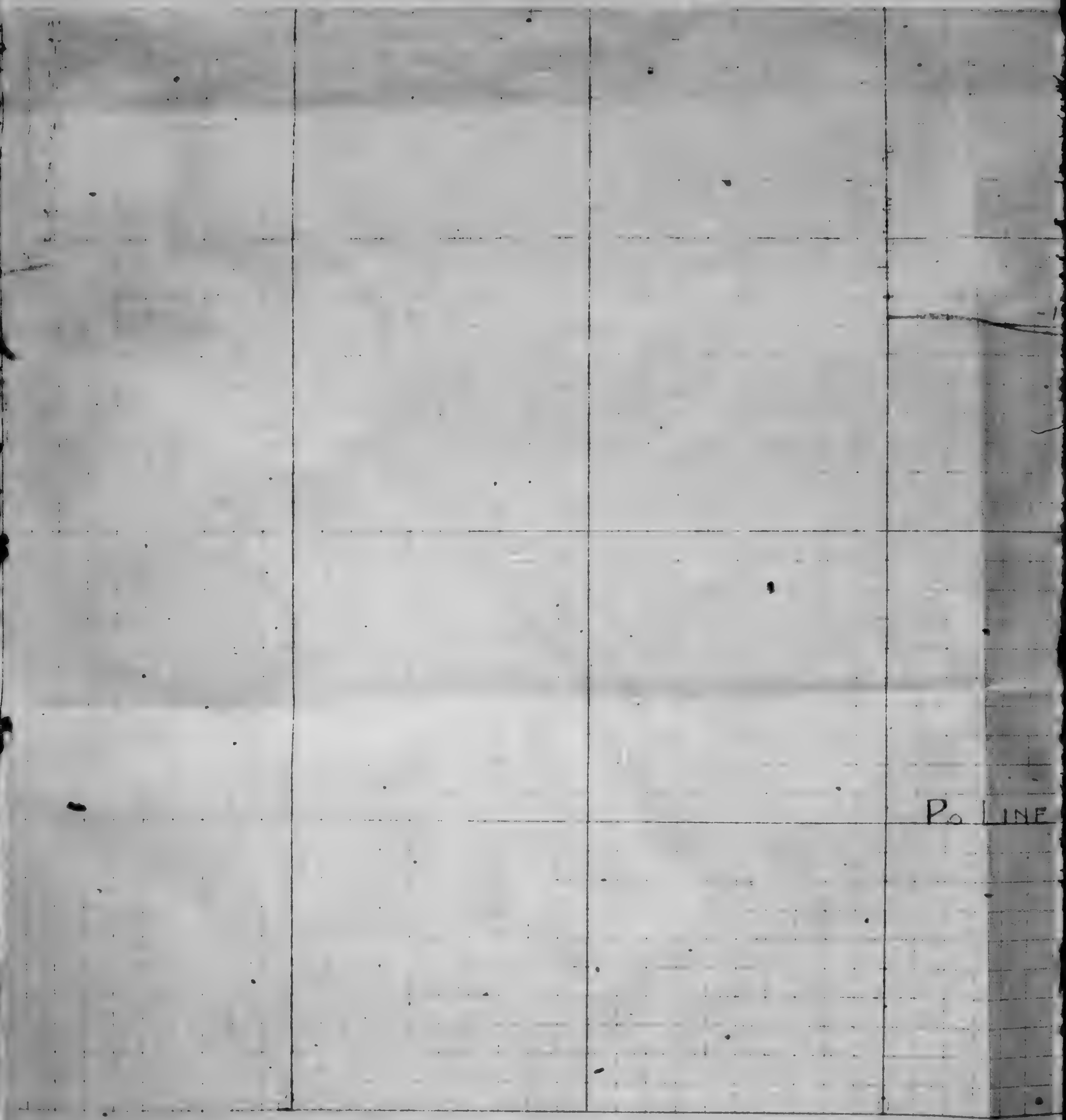

N 86,000



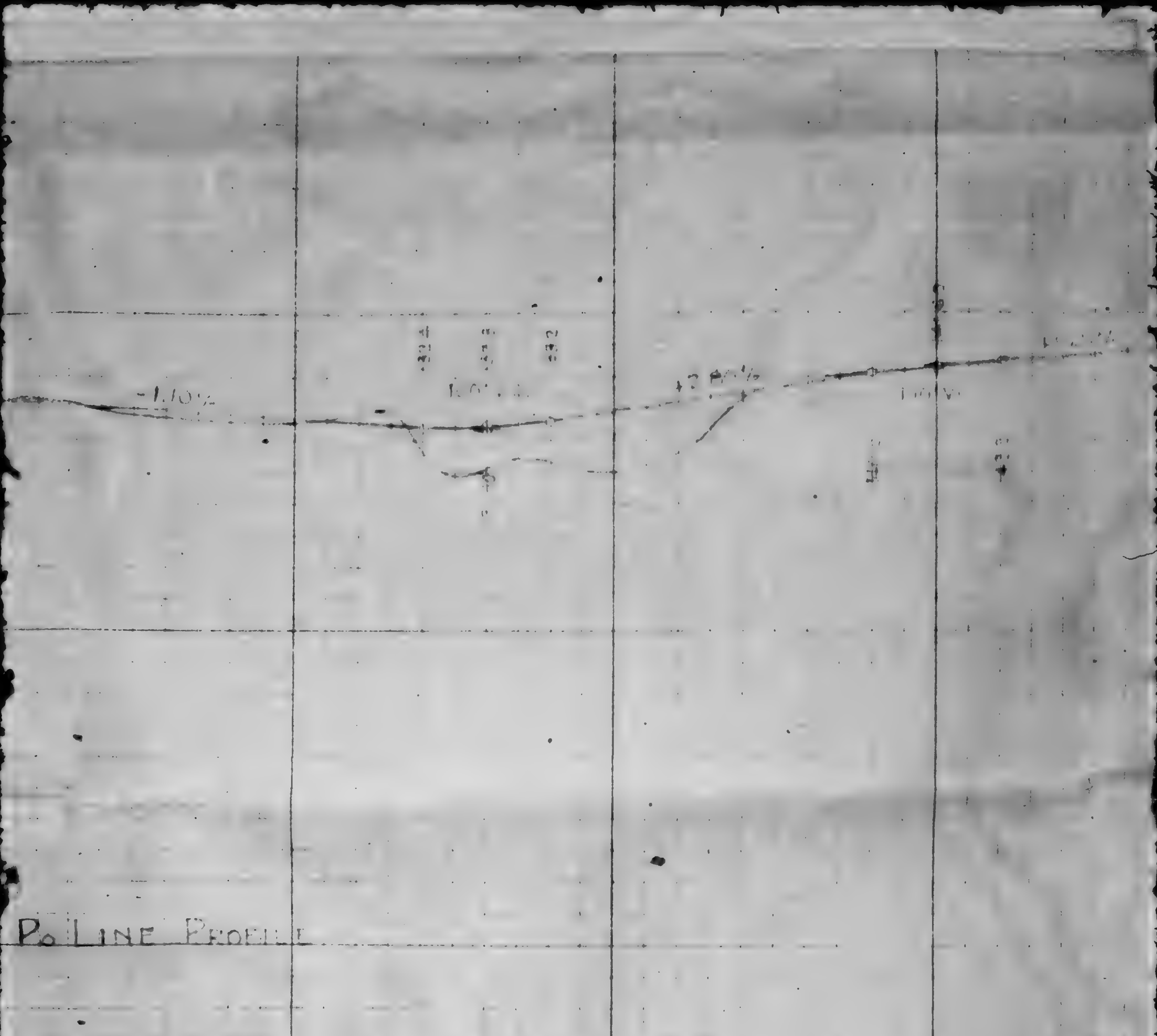
N86,000

KEUFFEL & ESSER CO.
NEW YORK





KEUFFEL & ESSER CO
NEW YORK


-1.10%
+2.80%
Po LINE PROFILE
ER CO

KEUFFEL
NEW

REVISION
6/25/
LLOY

REVISION	DATE	DESCRIPTION	PRINTS	DATE	ISSUED TO
	6/25/57	J.L.G. CHANGE REQUESTED BY STATE HIGHWAY DEPT.			

LLOYD BLVD. & NE 15TH AVE. CONNECTIONS

LLOYD CENTER

LLOYD CORPORATION, LTD
220 N.E. TWELFTH AVENUE, PORTLAND 14, OREGON

JOHN GRAHAM, ARCHITECT
1426 FIFTH AVENUE, SEATTLE 1, WASHINGTON
[illegible] WEST [illegible] ST. NEW YORK [illegible] N.Y.

JOB 800
DRAWING
DRAWN W
CHECKED
APPROVED G.R.C.
DATE 6/12/57

RECEIVED
JUL 1957
FOR FILING

7-

W. C. WILLIAMS

LOCATION PROSPECTUS, N. E. 16TH AVENUE INTERCHANGE, PORTLAND URBAN SECTION, T. H. BANFIELD EXPRESSWAY, MULTNOMAH COUNTY

The following prospectus is submitted regarding the N. E. 16th Avenue Interchange on the T. H. Banfield Expressway. The project consists of exit and entrance connections to the T. H. Banfield Expressway. The westerly terminus of the exit connection is at Station P^7 3+00, which is 300 feet westerly of the centerline of N. E. 13th Avenue on N. E. Holladay Street and the easterly terminus is at Station 68+28 of the T. H. Banfield Expressway, which station is approximately 50 feet westerly of the centerline of the N. E. 21st Avenue viaduct over the T. H. Banfield Expressway. The southerly terminus of the entrance connection is at Station D 53+25, which station is at the centerline of N. E. Irving Street. The overall length of the project from west to east is 0.43 miles.

This is to be a survey to provide data for working up the N. E. 16th Avenue Interchange which will consist of an exit connection from the T. H. Banfield Expressway to N. E. Holladay Street at N. E. 13th Avenue and an entrance connection from N. E. 16th Avenue and N. E. Irving Street to the T. H. Banfield Expressway. The project lies within the city limits of Portland.

The general route was laid by the Urban Design Section in Salem. Reconnaissance was based on previous knowledge of the area. Routine soils reconnaissance will be made during the course of the survey. Special drainage problems may be encountered as underground springs may exist on the entrance connection south of the T. H. Banfield Expressway. An economic analysis will be made by the Salem Office.

The present ADT is undetermined and the projected ADT is 10,000 for each connection. The maximum grade is 6 per cent and the maximum curvature is 36 degrees. The 36 degree curve has a projected ADT of 3,000 and the maximum curvature for ADT 10,000 is 20 degrees. The on and off ramps will be two 12-foot curbed lanes with standard setbacks for curbs. The tentative base design, as determined by G. L. Decker, is:

Base Course	16½"
Leveling Course	1½"
Asphaltic Concrete	4"
Total	22"

Deviation from the standards set forth for the National System of Interstate and Defense Highways is not anticipated.

This will be an interchange-type facility, with no access to connections. It will provide access to and egress from the T. H. Banfield Expressway at N. E. 16th Avenue in the City of Portland. There will be one railroad separation on the off ramp. There are no river or stream crossings.

Material sources will be existing commercial plants or previously prospected pits. Haul roads will not be necessary. Adequate quantities are available from listed sources.

LOCATION PROSPECTUS, N. E. 16TH AVENUE INTERCHANGE, PORTLAND URBAN SECTION

Agreements will be necessary with the City of Portland, the O. W. R. and N. Company, and with the Lloyd Corporation. There are no facilities to be disposed of.

There are no State Parks in the vicinity.

July 5, 1957

Attachment

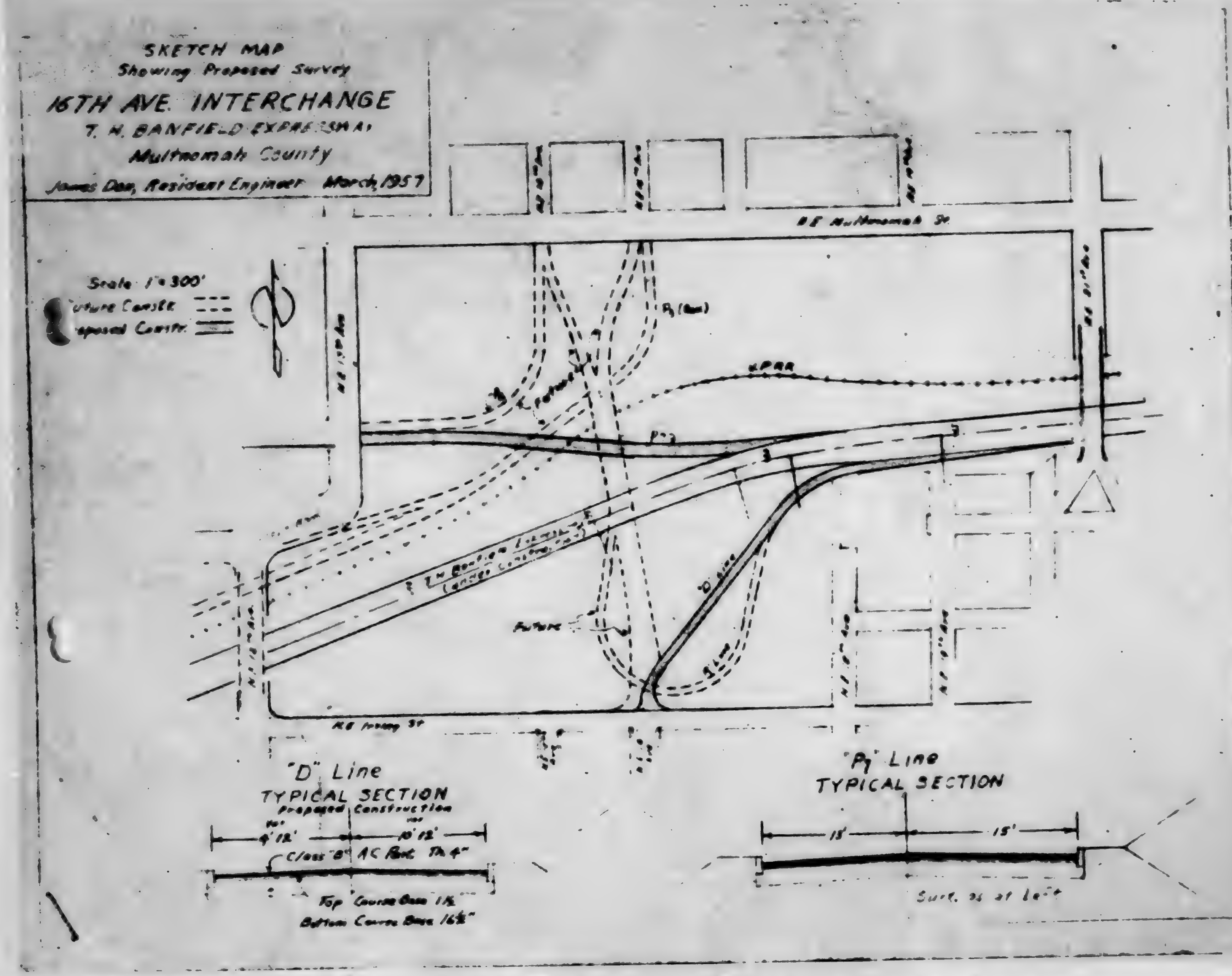
cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson
Tom Edwards
A. G. Skelton
James Don
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
R. L. Porter
S. H. Probert
P. M. Stephenson
C. G. Swenson
G. L. Decker (2)

RECEIVED
JUL 5 1957
OFFICE OF
STATE HIGHWAY ENGINEER

SKETCH MAP
Showing Proposed Survey

16TH AVE. INTERCHANGE

T. H. BANFIELD EXPRESSWAY
Multnomah County
James Dan, Resident Engineer March, 1957



RECEIVED
JUL 15 1957
FOR FILING

FORM E30—12½M—6-55—68209

I-323 (23)
5143

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

AGENDA
JUN 27 1957
2-i

Salem, Oregon
June 25, 1957

SUBJECT: Resolution re property conveyed to the State by Lloyd Corporation

To: H. B. Glaisyer
Secretary

Office

Enclosed herewith are six copies of a resolution to be adopted by the State Highway Commission at its June meeting. This is listed on the agenda as item 2 i. and is the Commission's acceptance of certain property from the Lloyd Corporation.

George E. Rohde
GEORGE E. ROHDE
Chief, Office Section

GER:cs
Enc.

cc: Mr. Leonard I. Lindas
Mr. Forrest Cooper
Mr. R. L. Porter

C.C.R.

LVN:nm
6/24/57

RESOLUTION

WHEREAS, under ORS 366.320, the Oregon State Highway Commission is authorized to acquire land by purchase, agreement, donation or by the exercise of the power of eminent domain, when such land is deemed necessary for highway purposes; and

WHEREAS, the Lloyd Corporation has expressed its willingness to convey to the Oregon State Highway Commission for no consideration the hereinafter described land; provided that it is accepted by the Highway Commission for public highway purposes; and

WHEREAS, the City of Portland has vacated streets for the petitioner, the Lloyd Corporation, and under the Charter and Ordinances of the City of Portland, whenever any vacation is granted to a petitioner, land of equal value or acreage must be donated by the petitioner; and

WHEREAS, for the purpose mentioned in the last above-mentioned paragraph, the Lloyd Corporation wishes to obtain credit from the City of Portland for the land required to be conveyed to the City of Portland in consideration for the vacation of certain streets and alleys; and

WHEREAS, it is acceptable by the City of Portland that the hereinafter described land be conveyed to the State Highway Commission for public highway purposes to connect the Banfield Express Highway with Holladay Street at 13th Avenue by means of a westbound off ramp and to connect the Banfield Express Highway by means of an eastbound on ramp with 16th Street as it leaves Irving Street, but without any obligation, express or implied, present or future, that the State Highway Commission will be required to construct an overcrossing at said location or otherwise construct any facility to create a complete traffic interchange.

NOW, THEREFORE, based upon the power and authority vested in the Oregon State Highway Commission by the State of Oregon, it is hereby ordered and resolved that the Oregon State Highway Commission does accept, for public highway purposes, the following described land, to wit:

> Parcel No. 1. A parcel of land lying in Blocks 183, 184, 190 and 191, Holladay's Addition to East Portland; Block 37, Sullivan's Addition to East Portland; and those vacated portions of Northeast 17th Avenue, 18th Avenue, Northeast Pacific and Northeast Oregon Streets, situated in Section 35, Township 1 North, Range 1 East, W.M., Multnomah County, Oregon, the said parcel being described as follows:
>
> Beginning at the Southwest corner of said Block 184; thence Easterly along the South line of said Block 184 a distance of 60 feet; thence Northwesterly to a point on the South line of Lot 3 of said Block 184, said point being 20 feet Easterly of the Southwest corner of said Lot 3; thence Northeasterly to a point on the South line of said Block 191, said point being 50 feet Easterly of the Southwest corner of Lot 5 of said Block 191; thence Northeasterly to the Northwest corner of Lot 4 of said Block 37; thence Northeasterly to the East line of Lot 6, said Block 37, at a point 15 feet South of the Northeast corner of Lot 6 said Block 37; thence Northerly along the East lines

of Lots 6 and 7 of said Block 37 a distance of 25 feet, to the South line of that property previously conveyed to the State of Oregon, by and through its State Highway Commission by that deed recorded in Book 1559, Page 425, of Multnomah County Deed Records; thence Westerly along said South line to a point on the West line of said Block 37, said point being 90 feet Southerly of the Northwest corner of said Block 37; thence Southwesterly to the Northeast corner of Lot 6 of said Block 191, said corner also being on the southerly line of said State of Oregon property; thence Southwesterly along the Southerly line of said State of Oregon property to the center line of N. E. 17th Street; thence Southwesterly to the Northwest corner of said Block 184; thence Southerly along the West line of said Block 184 to the point of beginning, subject to that area dedicated as street.

The parcel of land to which this description applies contains 2.15 acres.

Parcel No. 2. A parcel of land lying in Blocks 151, 162, Holladay's Addition to East Portland and vacated N. E. Holladay Street, N. E. 15th Avenue, and vacated N. E. 14th Avenue, situated in Section 35, Township 1 North, Range 1 East, W.M., Multnomah County, Oregon, the said parcel being described as follows:

Beginning on the East line of N. E. 13th Avenue at a point which is 10 feet Southerly of the Northwest corner of said Block 151; thence Northerly along the East line of Northeast 13th Avenue, 60 feet; thence Easterly, parallel to and 30 feet Southerly of the North line of said N. E. Holladay Street, 250 feet, to the Northerly prolongation of the East line of said N. E. 14th Avenue; thence Northerly along said prolongation, 10 feet, to a line which is parallel to and 20 feet Southerly of the North line of said Northeast Holladay Street; thence Easterly along said parallel line to the Northwesterly right of way line of the O. W. R. and N. Co. right of way; thence Southwesterly along the O. W. R. and N. Co. right of way to the South line of Lot 8 of said Block 162; thence Westerly along the South line of Lots 1 and 8, of said Block 162 to the Southwest corner of said Lot 1; thence Northerly along the West line of said Lot 1 to a point that is 10 feet Southerly from the Northwest corner of said Lot 1; thence Westerly to the point of beginning, subject to that area dedicated as street.

The parcel of land to which this description applies contains 0.98 acre.

This resolution be entered in the minutes and records of the Oregon State Highway Commission this ____ day of __________, 1957, as ______ ________Highway Resolution No. __________, and the Secretary is directed to mail a duly certified copy thereof to the Common Council of the City of Portland, Oregon.

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APR 2[illegible] 1957
FOR FILING

[illegible]

R

April 4, 1957

Lloyd Corporation, Ltd.
720 N. E. Twelfth Avenue
Portland, Oregon

Attention: Mr. F. B. Drinker, Portland Manager

Gentlemen:

Thank you for your letter of March 28, 1957 confirming the fact that the Lloyd Corporation will deed to the State the necessary right of way for the on- and off-ramps to the Banfield Expressway at 16th Avenue. I am having deeds prepared which will be sent to you soon and request that you take the necessary action to have these deeds executed and returned to this office.

It is our intention to start part of the construction on the ramps in that area in the immediate future, and as soon as the necessary plans and specifications can be drawn we will proceed with the construction of a railroad separation and the other elements necessary to complete the connections and put them into service. While an attempt will be made to complete the work in 1957, it is extremely doubtful that this can be accomplished. There are some entanglements that only time can cure. My best estimate at this time is that the ramps should be completed sometime during the 1958 construction season.

It is probable that we would wish to make entry to the right-of-way area southerly of the gulch for the purpose of borrowing materials to be used elsewhere as part of the construction procedure. When we get to this stage we will communicate with you, if right-of-way transfer has not been consummated at that time.

Thank you for your courtesy in this matter, and I assure you that we will do everything possible to expedite the construction features.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:mm

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. R. L. Porter

Mr. Porter: Please prepare deeds rather than options when you receive the descriptions from Construction. I have asked them to expedite this matter, and would you please do the same.

FORM E-30X—37,500—8-56—96698

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

April 2nd, 1957

SUBJECT: Right of Way Connections to Banfield Expressway at 16th Avenue, Portland

To: Mr. R. L. Porter
Right of Way Engineer
Office

Am attaching two descriptions and a map showing areas involved on the above-named project.

Mr. Cooper is in receipt of a letter from the Lloyd Corporation stating that they will deed this property to the State free of charge.

It is desired that title to this property be taken as soon as possible as we intend to borrow from one of these areas for work on the Union Avenue-42nd Avenue paving project to be let at the April 19th Commission meeting.

It is further expected to award contracts for these two connections as soon as field work can be completed and projects processed through the Salem office.

Tom Edwards
Construction Engineer

By D. J. Barbee
D. J. Barbee
Ass't. Construction Engineer

Attach.

cc to: Forrest Cooper ✓

[illegible]

RECEIVED
APR 3 1957
OFFICE OF
STATE HIGHWAY ENGINEER

HEAD OFFICE:
BEVERLY HILLS
CALIFORNIA

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

LLOYD CORPORATION, LTD.
720 N.E. TWELFTH AVENUE
PORTLAND, OREGON
ZONE 14
TEL. EAST 7186

March 28, 1957

Mr. W. C. Williams, State Highway Engineer
State Highway Department
Salem, Oregon.

Attention: Mr. Forrest Cooper,
Deputy State Highway Engineer.

Gentlemen:

Thank you very much for your letter of March 25, 1957, and for the maps indicating on-and-off ramps to and from the Banfield Expressway in the vicinity of N. E. 16th Avenue in Portland.

Please be advised that Lloyd Corporation, Ltd. is ready to provide the necessary right of way for both of these proposed ramps, and will deed the property whenever required as set forth in Mr. Richard R. Von Hagen's letter to you of October 2, 1956.

Very truly yours,

F. B. Drinker

F. B. DRINKER, Portland Manager
LLOYD CORPORATION, LTD.

FBD:a

NOTED
FORREST COOPER

RECEIVED
APR 1 1957
OREGON
STATE HIGHWAY COMMISSION

March 25, 1957

Mr. Franz B. Drinker, Portland Manager
Lloyd Corporation, Ltd.
720 N. E. Twelfth Avenue
Portland, Oregon

Dear Sir:

In response to our recent phone conversation, I am attaching two copies of a map which indicates the type of on-and-off ramps to and from the east that could be constructed in the 16th Avenue area in Portland. Tentative proposal is made that if the Lloyd Corporation will provide the necessary right of way the State Highway Engineer will present the matter to the Highway Commission, with the recommendation that the construction work be done by the State as a federal project. Concurrence of the Bureau of Public Roads will also be necessary before the project can be undertaken.

Will you please advise as to the Lloyd Corporation's reaction to this proposal.

Very truly yours,

W. C. Williams
State Highway Engineer

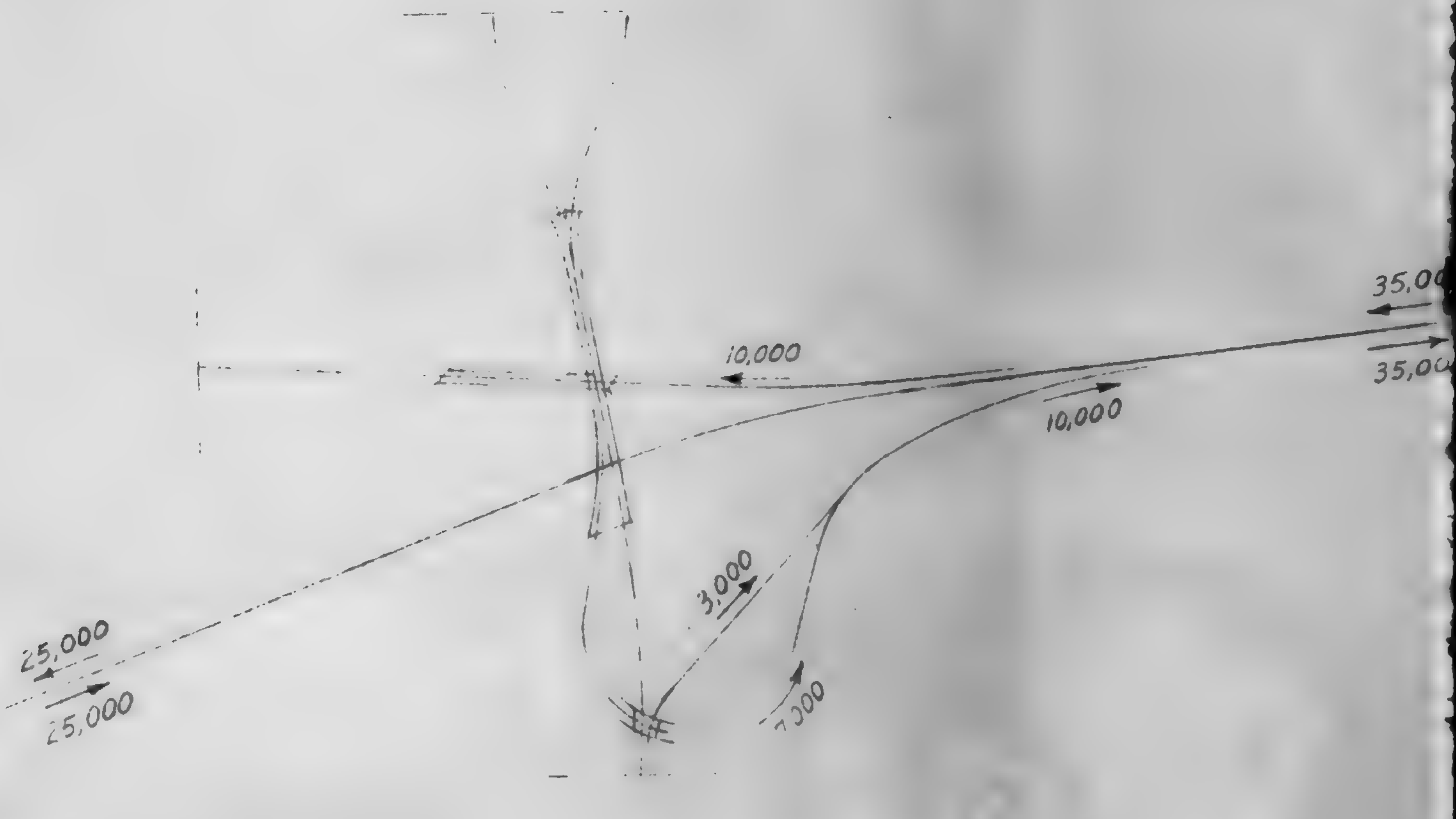
By

Forrest Cooper
Deputy State Highway Engineer

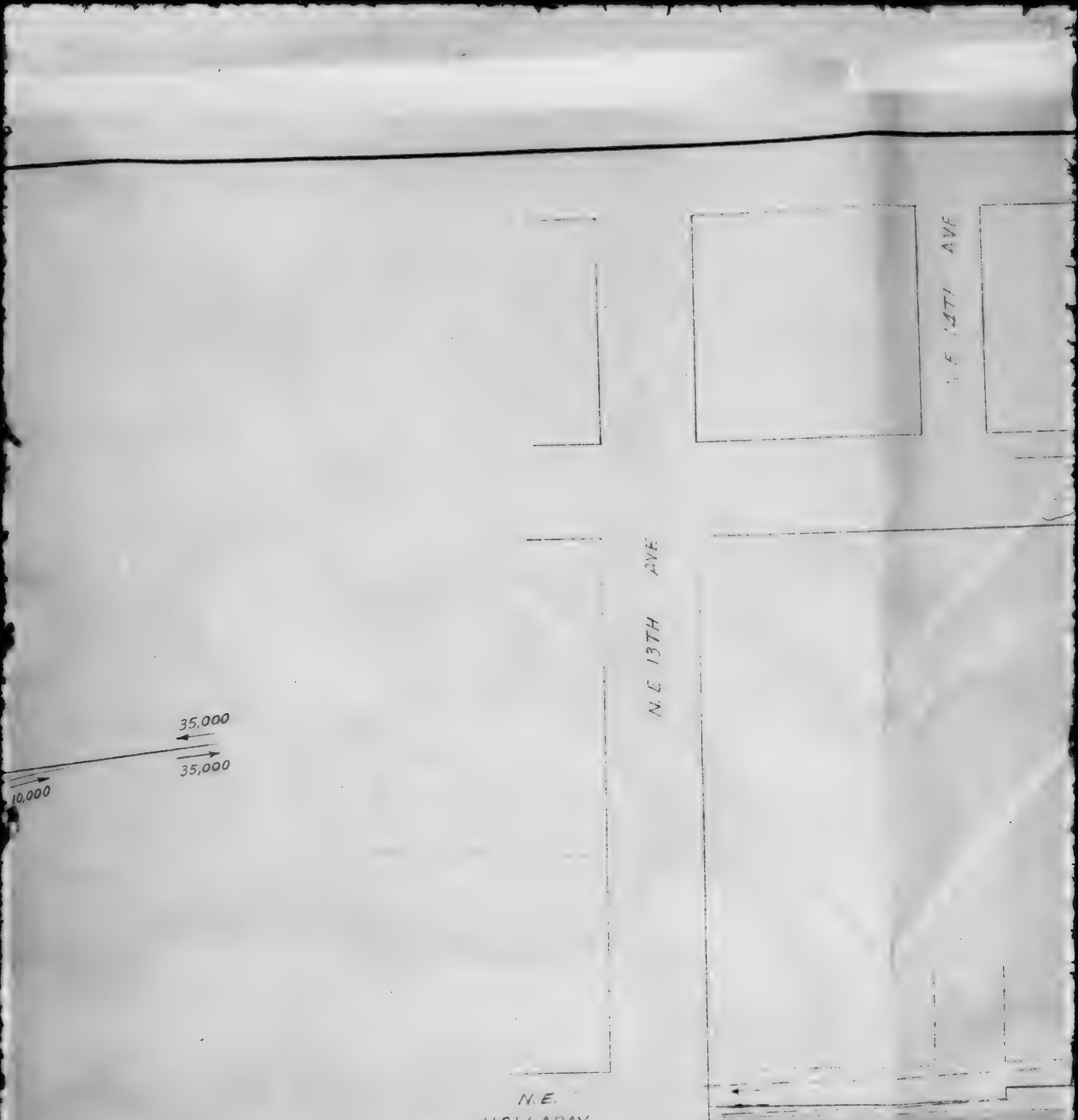
FC:me

Encl.

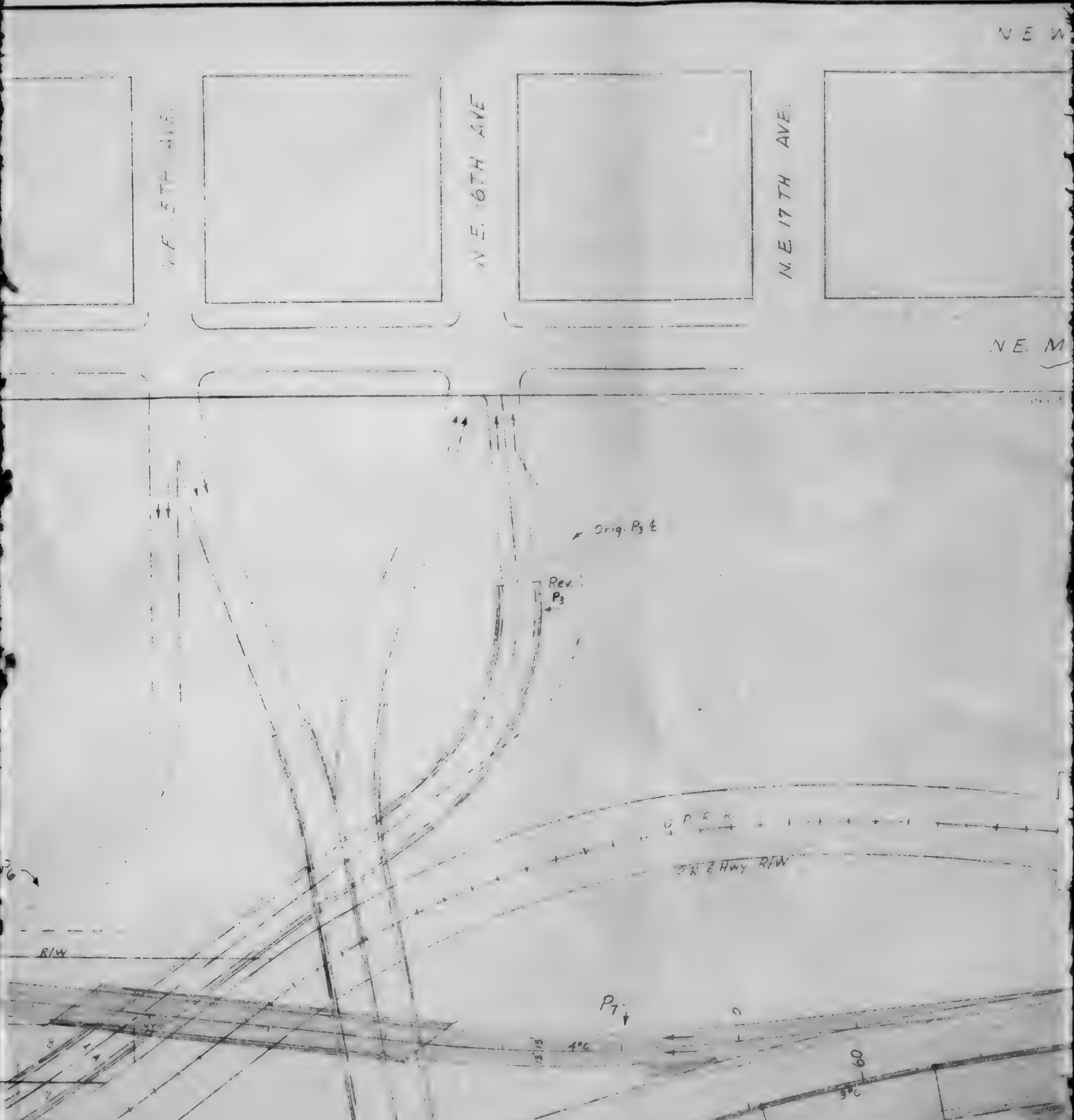
cc Mr. W. C. Williams



1975 ADT (as shown 500→)
1975 DHV (14% of A.D.T.)



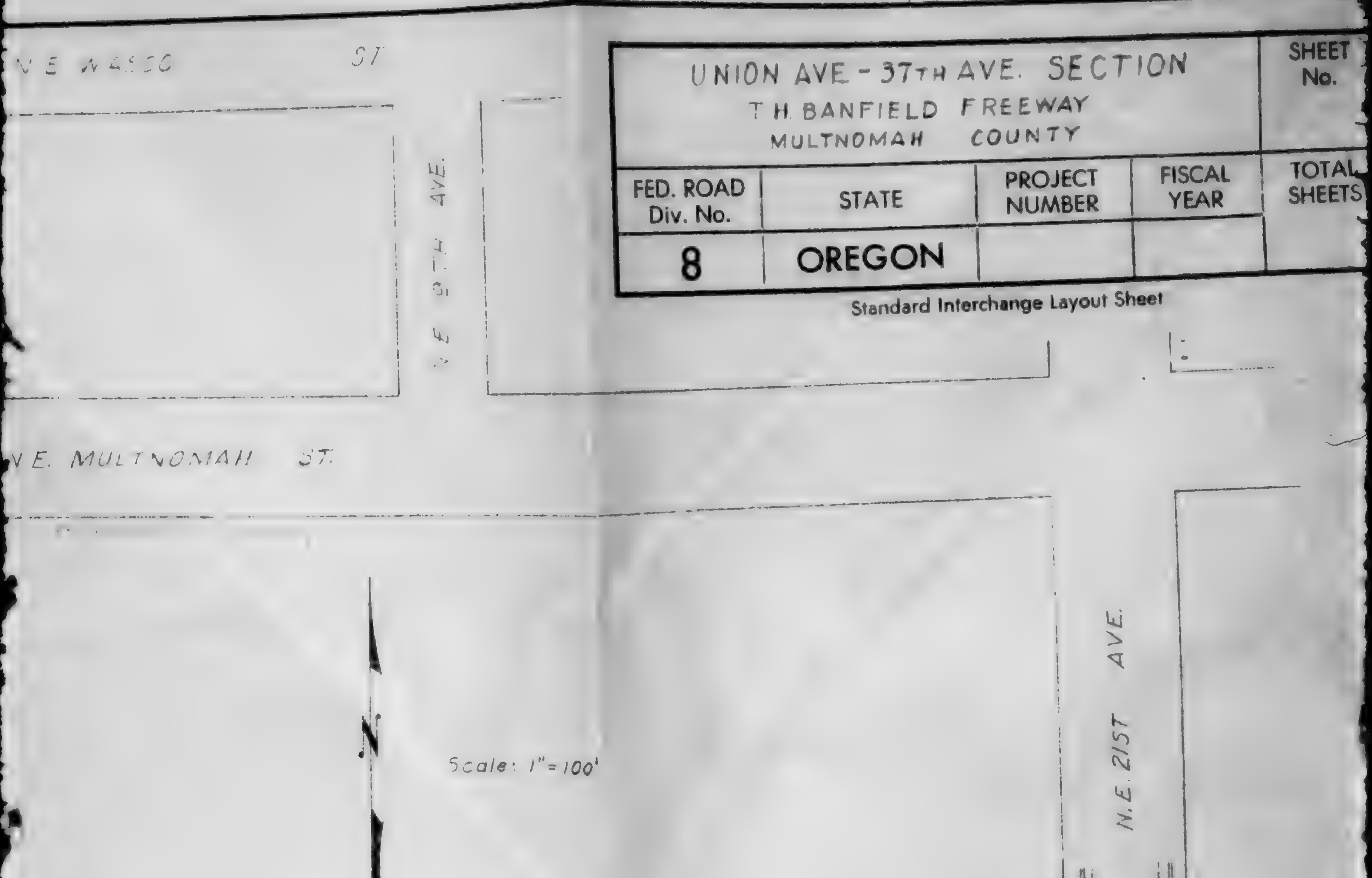
N.E 13TH AVE
35,000
35,000
10,000
N.E.
HOLLADAY
ST.
R/W
P8
BLVD.


N E W
N.E. 15TH AVE.
N.E. 16TH AVE.
N.E. 17TH AVE.
N.E. M
Orig. P3 ℄
Rev. P3
U.P.R.R.
S.P. & Hwy R/W
P6
R/W
P7
4°C
3°C
60
400 SP
191
162

UNION AVE - 37TH AVE. SECTION
T. H. BANFIELD FREEWAY
MULTNOMAH COUNTY

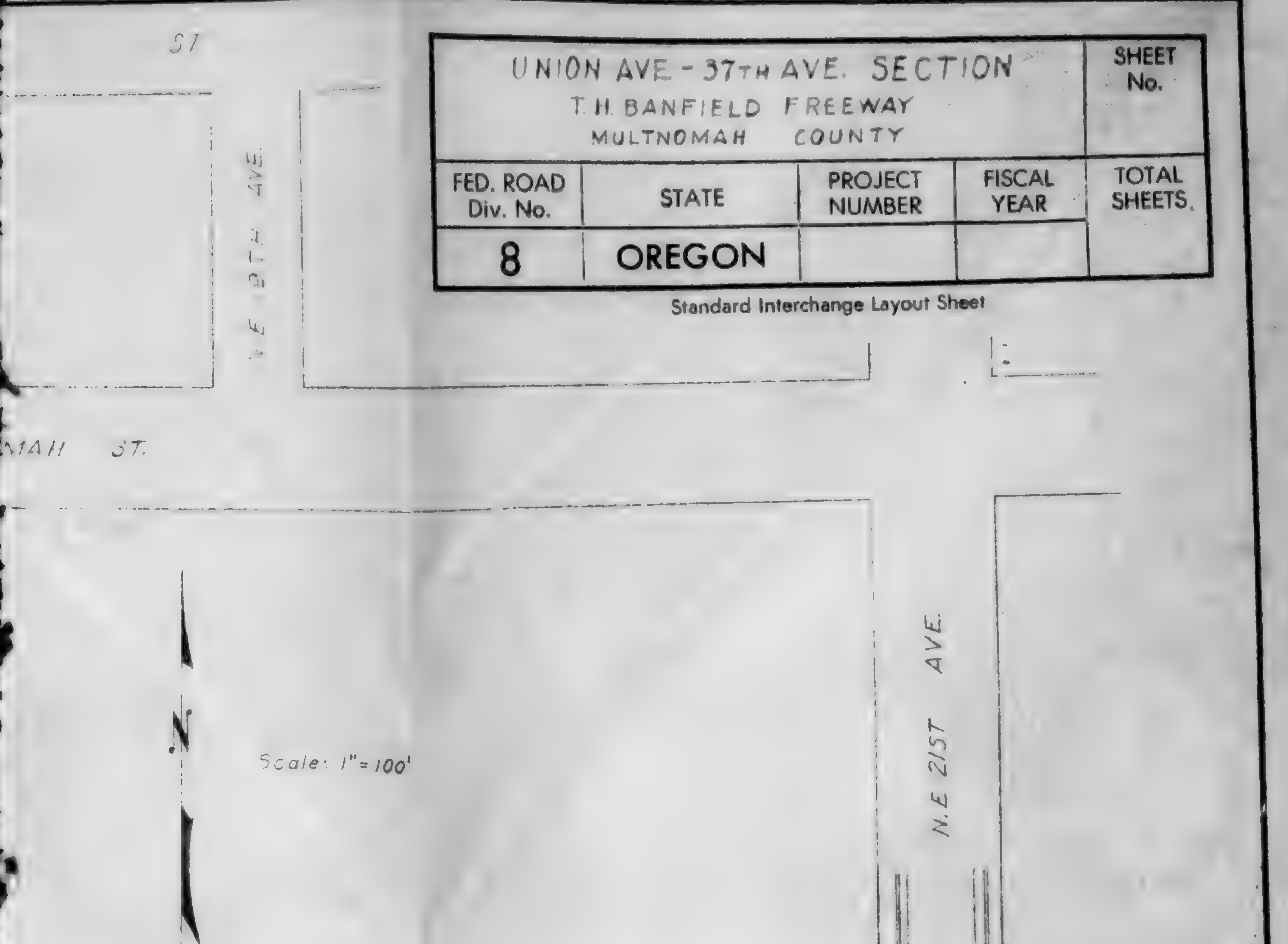
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS	SHEET No.
8	OREGON				

Standard Interchange Layout Sheet



UNION AVE - 37TH AVE. SECTION T.H. BANFIELD FREEWAY MULTNOMAH COUNTY				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS.
8	OREGON			

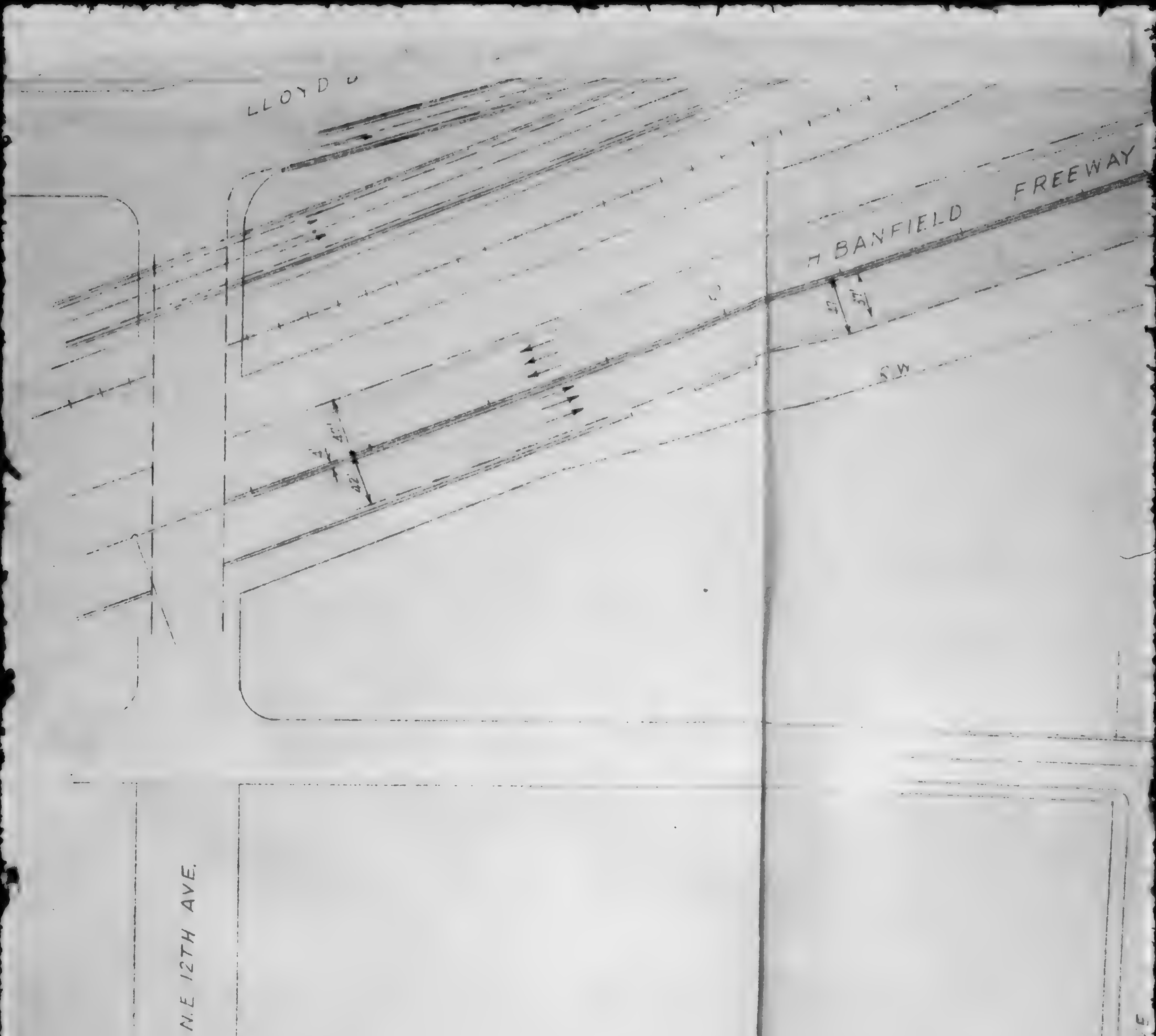
Standard Interchange Layout Sheet

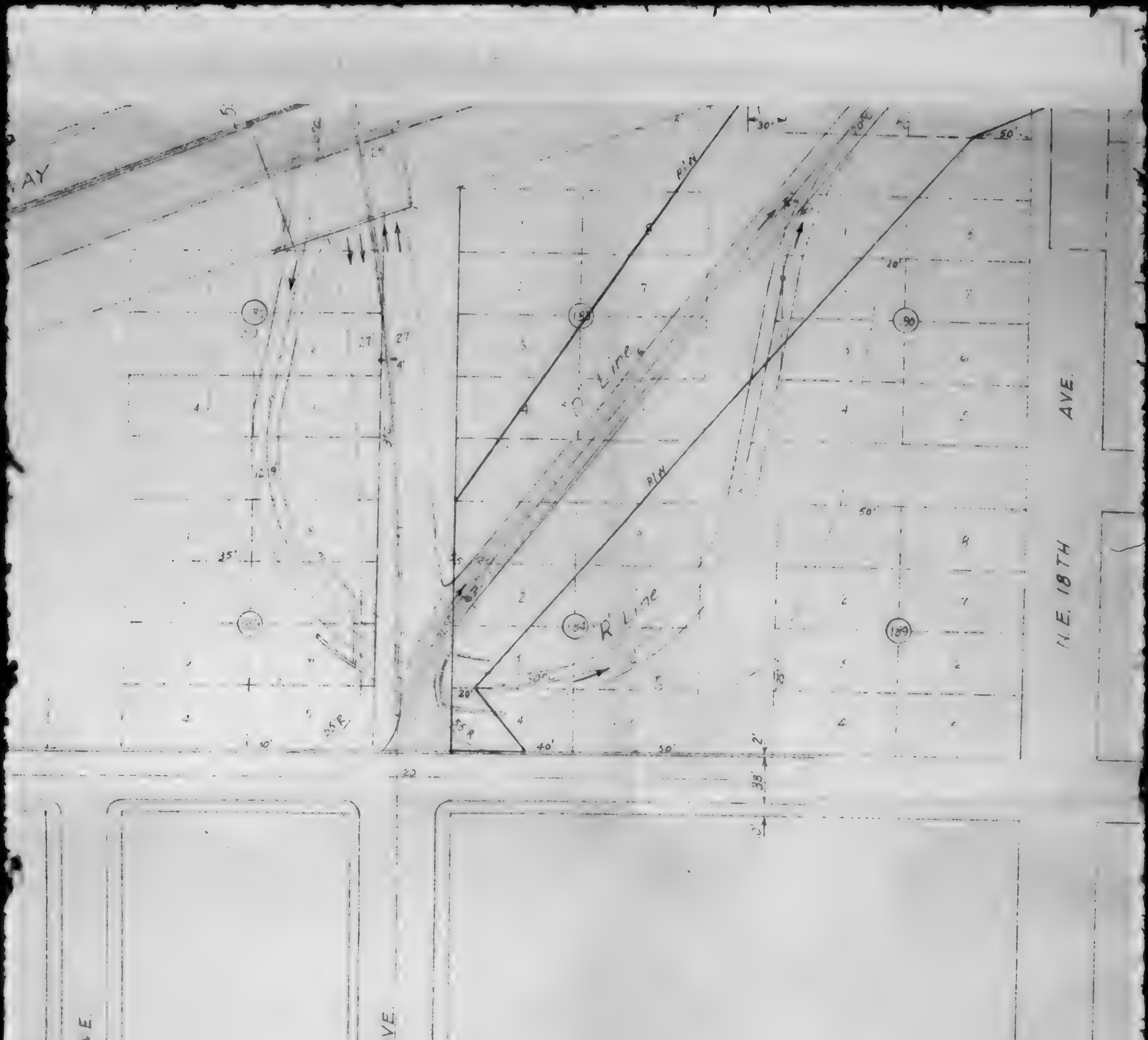


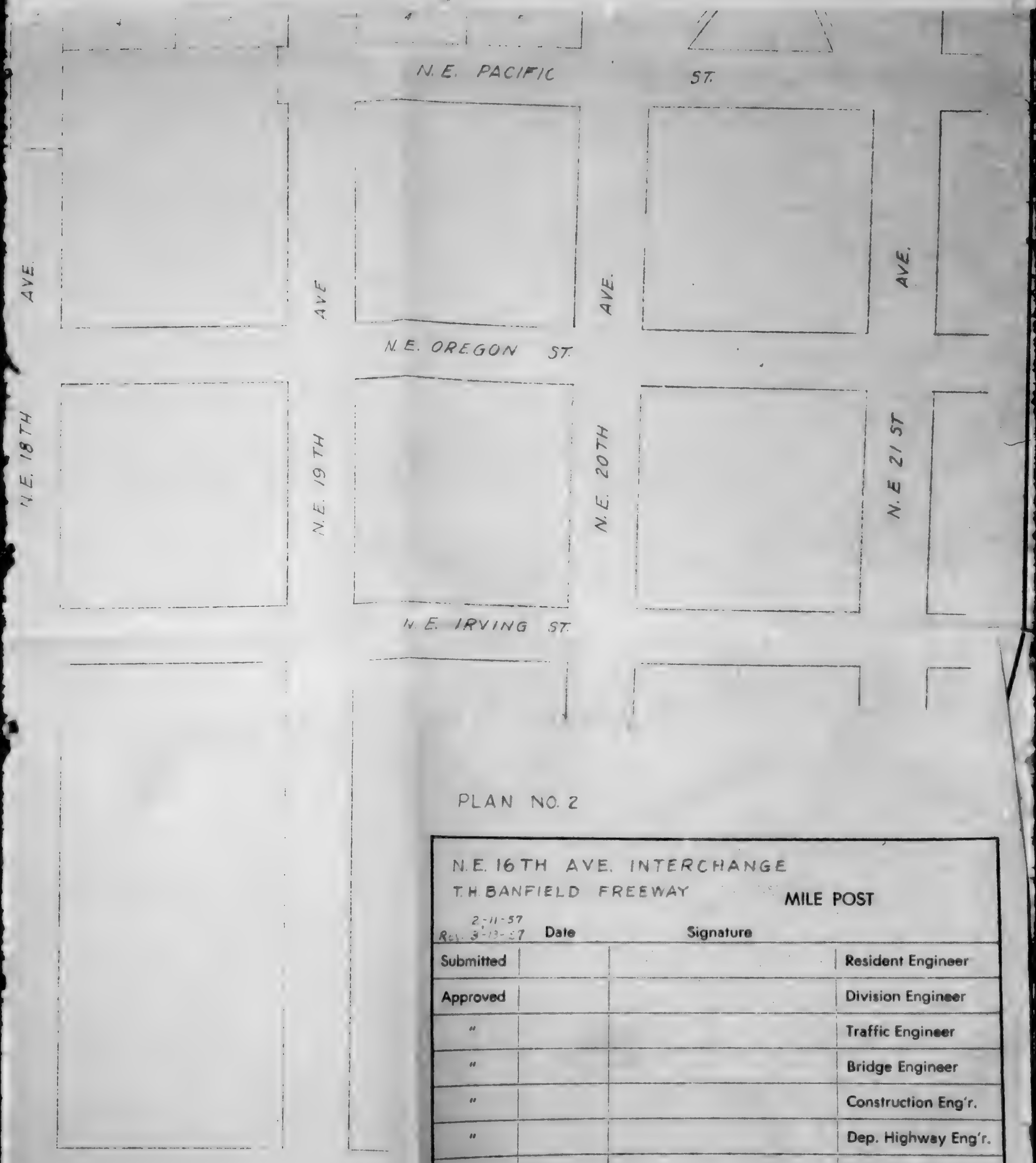
▭ Present Work (State)

ESTIMATE

Grade & Pave	$ 94,000
Structure	103,000
Lights & Signs	8,000
Landscaping	6,000
Total	$216,000


LLOYD
BANFIELD FREEWAY
37'
37'
45'
4'
42'
S.W.
N.E. 12TH AVE.
N.E. 15TH AVE


AY
R/W
30'
50'
"D" Line
R/W
"R" Line
150
90
189
182
20'
35'
40'
50'
2'
38'
3'
55 R
N.E. 18TH AVE.
N.E. 15TH AVE
N.E. 16TH AVE.
3'
60'
12'
NE. GLISAN ST



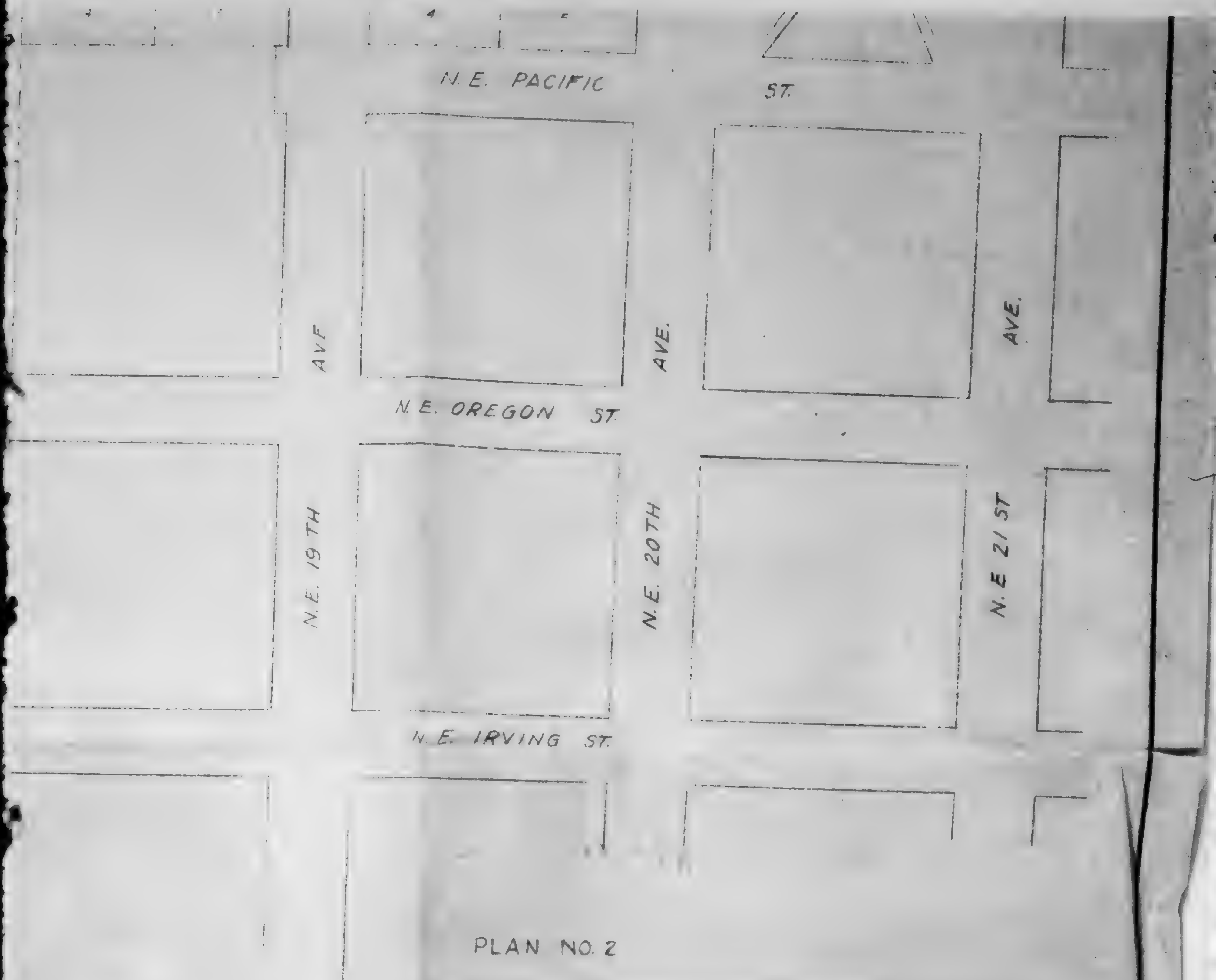
PLAN NO. 2

N.E. 16TH AVE. INTERCHANGE
T.H. BANFIELD FREEWAY

MILE POST

2-11-57
Rev. 3-13-57

	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"			Traffic Engineer
"			Bridge Engineer
"			Construction Eng'r.
"			Dep. Highway Eng'r.
"			U. S. B. P. R.



PLAN NO. 2

N.E. 16TH AVE. INTERCHANGE
T.H BANFIELD FREEWAY

MILE POST

	Date 2-11-57 Rev. 3-13-57	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"			Traffic Engineer
"			Bridge Engineer
"			Construction Eng'r.
"			Dep. Highway Eng'r.
"			U. S. B. P. R.

[illegible] [illegible] ([illegible]) with Estimate

Sheet 2.

[illegible] Nov. 13, 1939

FORM 230—50M—6-56—96654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 26, 1957

SUBJECT: 16th Avenue Connections
T. H. Banfield Expressway

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I am attaching a print of the proposed connections to the T. H. Banfield Expressway in the vicinity of N. E. 16th Avenue along with descriptions for the property necessary for these connections.

The property necessary for our construction is colored in blue and that property which should be deeded to the City of Portland on the south side of the gulch is colored in yellow.

If for any reason this property shown in yellow is not deeded to the City for roadway purposes, it would be necessary for us to revise our descriptions through Parcel A in order to construct the "D" line from N. E. 16th and Irving into Banfield eastbound.

Tom Edwards
Construction Engineer

By D. J. Barbee

D. J. Barbee
Ass't Construction Engineer

[illegible]
to Locate Dept

DJB:jc

Attach.

RECEIVED
FEB 27 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-31—5M—9-53

OREGON STATE HIGHWAY DEPARTMENT

DESCRIPTION OF METES AND BOUNDS

24479
6B-28-7

Purchase (x) Lease ( ) Easement ( ) R. R. Encroachment ( ) Sale ( ) .... (Other)

USE: R/W (x) St. Pile (State Purpose ....) ( ) Quarry/Gr. Pit ( ) Park ( ) Maint. ( ) .... (Other)

Description prepared by J.W.N., Jan. 19, 1956; Checked by ...., ..., 19......

Owner Lloyd's Corp.

.... Section, Banfield Expressway Highway.

A parcel of land lying in the consisting of portions of Blocks 163, 164, 169 and 170, and vacated NE 14th and 15th Aves. and vacted NE Oregon St., all in Holladay's Addn. to east Portland. of Section ...., Township ...., Range ...., W. M., Multnomah County, Oregon, and being a portion of that tract of land described in that certain deed to ...., recorded in Book .... Page .... of .... County Records of Deeds; the said parcel being described as follows:

Void

Beginning on the South line of Block 169 at a point 10 feet west of the SE corner of Block 169; thence west along the North line of N.E. Irving Street to the SE corner of Block 164; thence Northwesterly to a point in the South line of Lot 1, Block 164 which point is 50 feet west of the SE corner of said Lot 1; thence North to the South line of Block 163 at a point 150 feet West of the SE corner of said Block 163; thence West along the North line of NE Oregon Street to the SE corner of Block 150 in Holladay's addition; thence North to the NE corner of said Block 150; thence West along the south line of NE Pacific Street to a point 30 feet East of the NW corner of Lot 8 in Block 170; thence southeasterly to a point in the North line of Block 169, which point is 20 feet West of the NE corner of Block 169; thence Southerly to the point of beginning.

Except that part of Block 163, that part of Block 170 and that part of NE 14th and NE 15th Aves. lying North of a line which runs from the SE corner of Block 150, said Addition to a point in the East line of Block 170 which point is 30 feet North of the SE corner of Lot 8, said Block 170.

Description prepared by J.W.N., Jan. 19, 1956; Checked by ...., 19......

Owner Lloyd's Corp.

.... Section, Banfield Expressway Highway.

A parcel of land lying in the consisting of portions of Blocks 163, 164, 169 and 170, and vacated NE 14th and 15th Aves. and vacted NE Oregon St., all in Holladay's Addn. to east Portland. ~~of Section~~ ...., ~~Township~~ .... ~~Range~~ ...., ~~W. M.~~, Multnomah County, Oregon, ~~and being a portion of that tract of land described in that certain deed to~~ ...., ~~recorded in Book~~ .... ~~Page~~ .... ~~of~~ .... ~~County Records of Deeds~~; the said parcel being described as follows:

Beginning on the South line of Block 169 at a point 10 feet west of the SE corner of Block 169; thence west along the North line of N.E. Irving Street to the SE corner of Block 164; thence Northwesterly to a point in the South line of Lot 1, Block 164 which point is 50 feet west of the SE corner of said Lot 1; thence North to the South line of Block 163 at a point 150 feet West of the SE corner of said Block 163; thence West along the North line of NE Oregon Street to the SE corner of Block 150 in Holladay's addition; thence North to the NE corner of said Block 150; thence West along the south line of NE Pacific Street to a point 30 feet East of the NW corner of Lot 8 in Block 170; thence southeasterly to a point in the North line of Block 169, which point is 20 feet West of the NE corner of Block 169; thence Southerly to the point of beginning.

Except that part of Block 163, that part of Block 170 and that part of NE 14th and NE 15th Aves. lying North of a line which runs from the SE corner of Block 150, said Addition to a point in the East line of Block 170 which point is 30 feet North of the SE corner of Lot 8, said Block 170.

The parcel of land to which this description applies contains 2.900 acres, ~~of which~~ .... ~~acres lie within the existing right of way, title to which hereby is acknowledged to be in the public, and~~ .... ~~acres lie outside of the existing right of way~~.

Description prepared by J. W. N., Jan. 19, 1956; Checked by , , 19

Owner Lloyd's Corp.

Section, Banfield Expressway Highway.

A parcel of land lying in the consisting of portions of Blocks 163, 164, 169 and 170, and vacated NE 14th and 15th Aves. and vacted NE Oregon St., all in Holladay's Addn. to east Portland. of Section , Township , Range , W. M., Multnomah County, Oregon, and being a portion of that tract of land described in that certain deed to , recorded in Book Page of County Records of Deeds; the said parcel being described as follows:

Void

Beginning on the South line of Block 169 at a point 10 feet west of the SE corner of Block 169; thence west along the North line of N.E. Irving Street to the SE corner of Block 164; thence Northwesterly to a point in the South line of Lot 1, Block 164 which point is 50 feet west of the SE corner of said Lot 1; thence North to the South line of Block 163 at a point 150 feet West of the SE corner of said Block 163; thence West along the North line of NE Oregon Street to the SE corner of Block 150 in Holladay's addition; thence North to the NE corner of said Block 150; thence West along the south line of NE Pacific Street to a point 30 feet East of the NW corner of Lot 8 in Block 170; thence southeasterly to a point in the North line of Block 169, which point is 20 feet West of the NE corner of Block 169; thence Southerly to the point of beginning.

Except that part of Block 163, that part of Block 170 and that part of NE 14th and NE 15th Aves. lying North of a line which runs from the SE corner of Block 150, said Addition to a point in the East line of Block 170 which point is 30 feet North of the SE corner of Lot 8, said Block 170.

The parcel of land to which this description applies contains 2.900 acres, ~~of which~~ ~~acres lie within the existing right of way, title to which hereby is acknowledged to be in the public, and~~ ~~acres lie outside of the existing right of way~~.

State Printing 69584

Form E-31—5M—9-53

OREGON STATE HIGHWAY DEPARTMENT

DESCRIPTION OF METES AND BOUNDS

24479
6B-28-7

Purchase (X) Lease ( ) Easement ( ) R. R. Encroachment ( ) Sale ( ) .... (Other)

USE: R/W (X) St. Pile (State Purpose ....) ( ) Quarry/Gr. Pit ( ) Park ( ) Maint. ( ) .... (Other)

Description prepared by J.W.M., Dec. 12, 1955; Checked by ...., ..., 19....

Owner Lloyd's Corp

.... Section, Banfield Expressway Highway.

A parcel of land ~~lying in the~~ consisting of portions of Blocks 169, 170, 183 and 184, Holladay's Addn. to East Portland, now within the corporate limits of the City of Portland, and a portion of of ~~Section~~ ...., ~~Township~~ ...., ~~Range~~ ...., ~~W. M.~~, vacated NE Oregon Street and a portion of vacated NE 16th Ave. .... ~~County, Oregon~~, ~~and being a portion of that tract of land described in that certain deed to~~ ...., ~~recorded in Book~~ ...., ~~Page~~ .... ~~of~~ .... ~~County Records of Deeds~~; the said parcel being described as follows:

Beginning on the North line of NE Irving Street at a point 10 feet East of the SW corner of Block 184; thence North 200 feet, parallel to the West line of Block 184 to the North line of Block 184; thence northwesterly to the intersection of the centerline of NE 16th Avenue with the South line of vacated NE Pacific Street; thence West along said South line to a point which is 30 feet East of the NW corner of Lot 8 of Block 170; thence Southeasterly to a point in the North line of Block 169 which point is 20 feet West of the NE corner of said Block 169; thence South to a point 10 feet West of the SE corner of Block 169; thence East to the point of beginning, except that part lying within the R/W of the Banfield Expressway. The Southerly R/W line of the Banfield Expressway runs from the NW corner of Block 183 to a point 30 feet North of the Southeast corner of Lot 8, of Block 170, and thence to the SE corner of Block 150 in said Holladay's Addn.

(To be deeded to City of Portland)

Description prepared by J. d. M., Dec. 12, 1955; Checked by ...., ..., 19......

Owner Lloyd's Corp

.... Section, Banfield Expressway Highway.

A parcel of land l~~ying in the~~ consisting of portions of Blocks 169, 170, 183 and 184, Holladay's Addn. to East Portland, now within the corporate limits of the City of Portland, and a portion of ~~of Section~~ ...., ~~Township~~ ...., ~~Range~~ ...., ~~W. M.~~, vacated NE Oregon Street and a portion of vacated NE 16th Ave. ~~County, Oregon~~, ~~and being a portion of that tract of land described in that certain deed to~~ ...., ~~recorded in Book~~ ...., ~~Page~~ .... ~~of~~ .... ~~County Records of Deeds~~; the said parcel being described as follows:

Beginning on the North line of NE Irving Street at a point 10 feet East of the SW corner of Block 184; thence North 200 feet, parallel to the West line of Block 184 to the North line of Block 184; thence northwesterly to the intersection of the centerline of NE 16th Avenue with the South line of vacated NE Pacific Street; thence West along said South line to a point which is 30 feet East of the NW corner of Lot 8 of Block 170; thence Southeasterly to a point in the North line of Block 169 which point is 20 feet West of the NE corner of said Block 169; thence South to a point 10 feet West of the SE corner of Block 169; thence East to the point of beginning, except that part lying within the R/W of the Banfield Expressway. The Southerly R/W line of the Banfield Expressway runs from the NW corner of Block 183 to a point 30 feet North of the Southeast corner of Lot 8, of Block 170, and thence to the SE corner of Block 150 in said Holladay's Addn.

([illegible] Portland)

The parcel of land to which this description applies contains 0.873 acres, ~~of which~~ .... ~~acres lie within the existing right of way, title to which hereby is acknowledged to be in the public, and~~ .... ~~acres lie outside of the existing right of way~~.

State Printing 69584

Form E-51—5M—9-53

OREGON STATE HIGHWAY DEPARTMENT

DESCRIPTION OF METES AND BOUNDS

24479
6B-28-7

Purchase (X) Lease ( ) Easement ( ) R. R. Encroachment ( ) Sale ( ) .... (Other)

USE: R/W (x) St. Pile ( ) (State Purpose ....) Quarry/Gr. Pit ( ) Park ( ) Maint. ( ) .... (Other)

Description prepared by J.W.M., 1/19, 1956; Checked by ...., ..., 19....

Owner Lloyd's Corp

.... Section, Banfield Expressway Highway.

A parcel of land ~~lying in the~~ consisting of portions of Blocks 182, 183, 184, 189, 190 and 191, Holladay's Addn. to East Portland, a portion of Block 37, Sullivan's Addn. to East Portland, portions of vacated NE 16th, 17th and 18th Avenues and portions of vacated NE Pacific & NE. Oregon Streets, of Section ...., Township ...., Range ...., W. M., Multnomah County, Oregon, ~~and being a portion of that tract of land described in that certain deed to~~ ...., ~~recorded in Book~~ ...., ~~Page~~ .... ~~of~~ .... ~~County Records of Deeds~~; the said parcel being described as follows:

Beginning on the South line of said Block 184 at a point 10 feet East of the SW corner of said Block 184; thence east 10 feet along said Block line; thence Northeasterly to the corner common to Lots 2, 3, 6 and 7, said Block 184; thence Northeasterly to the SW corner of Lot 1, said Block 189; thence Northeasterly to a point in in the South line of said Block 190 which point is 10 feet East of the SW corner of Lot 5, said Block 190; thence North to a point in the North line of Block 190 which point is 10 feet East of the NW corner of Lot 8, said Block 190; thence Northeasterly to the NE corner of Lot 5, said Block 191; thence Northeasterly to the NW corner of Lot 3, Block 38, said Sullivan's Addn.; thence West to the NE corner of Lot 6, Block 37, Sullivan's Addn.; thence North 10 feet; thence West to a point in the West line of said Block 37 which point is 90 feet South of the NW corner of Block 37; thence Southwesterly to the NE corner of Lot 6, Block 191, Holladay's Addn.; thence to a point in the West line of said Lot 6 which point is 25 feet North of the SW corner of Lot 6; thence to the NW corner of Block 183, Holladay's Addn.; thence West 30 feet to the centerline of vacated NE 16th Ave.; thence Southeasterly to a point in the North line of Block 184 which point is 10 feet East of the NW corner of said Block 184; thence South to the point of beginning.

Except that part of vacated NE 16th Ave., which lies North of a line which runs from the NW corner of Block 183 to a point in the East line of Block 170, said Holladay's Addn.; which point is 30 feet North of the SE corner of Lot 8, said Block 170.

Purchase (x) Lease ( ) Easement ( ) R. R. Encroachment ( ) Sale ( ) ....
(Other)

(State Purpose ....)
USE: R/W (x) St. Pile ( ) Quarry/Gr. Pit ( ) Park ( ) Maint. ( ) ....
(Other)

Description prepared by J.W.M., 1/19, 1956; Checked by ...., ..., 19......

Owner Lloyd's Corp

.... Section, Banfield Expressway Highway.

A parcel of land ~~lying in the~~ consisting of portions of Blocks 182,183,184,189,190 and 191, Holladay's Addn. to East Portland, a portion of Block 37, Sullivan's Addn. to East Portland, portions of vacated NE 16th, 17th and 18th Avenues and portions of vacated NE Pacific & NE. Oregon Streets, of Section ...., Township ...., Range ...., W. M., Multnomah County, Oregon, ~~and being a portion of that tract of land described in that certain deed to~~ ...., ~~recorded in Book~~ ...., ~~Page~~ .... ~~of~~ .... ~~County Records of Deeds~~; the said parcel being described as follows:

Beginning on the South line of said Block 184 at a point 10 feet East of the SW corner of said Block 184; thence east 10 feet along said Block line; thence Northeasterly to the corner common to Lots 2, 3, 6 and 7, said Block 184; thence Northeasterly to the SW corner of Lot 1, said Block 189; thence Northeasterly to a point in in the South line of said Block 190 which point is 10 feet East of the SW corner of Lot 5, said Block 190; thence North to a point in the North line of Block 190 which point is 10 feet East of the NW corner of Lot 8, said Block 190; thence Northeasterly to the NE corner of Lot 5, said Block 191; thence Northeasterly to the NW corner of Lot 3, Block 38, said Sullivan's Addn.; thence West to the NE corner of Lot 6, Block 37, Sullivan's Addn.; thence North 10 feet; thence West to a point in the West line of said Block 37 which point is 90 feet South of the NW corner of Block 37; thence Southwesterly to the NE corner of Lot 6, Block 191, Holladay's Addn.; thence to a point in the West line of said Lot 6 which point is 25 feet North of the SW corner of Lot 6; thence to the NW corner of Block 183, Holladay's Addn.; thence West 30 feet to the centerline of vacated NE 16th Ave.; thence Southeasterly to a point in the North line of Block 184 which point is 10 feet East of the NW corner of said Block 184; thence South to the point of beginning.

Except that part of vacated NE 16th Ave., which lies North of a line which runs from the NW corner of Block 183 to a point in the East line of Block 170, said Holladay's Addn.; which point is 30 feet North of the SE corner of Lot 8, said Block 170.

The parcel of land to which this description applies contains 3.75 acres, ~~of which~~ .... ~~acres lie within the existing right of way, title to which hereby is acknowledged to be in the public, and~~ .... ~~acres lie outside of the existing right of way~~.

Form E-31—5M—9-53

OREGON STATE HIGHWAY DEPARTMENT

DESCRIPTION OF METES AND BOUNDS

24479
6B-28-7

Purchase (X) Lease ( ) Easement ( ) R. R. Encroachment ( ) Sale ( ) ________ (Other)

USE: R/W (X) St. Pile (State Purpose ________) ( ) Quarry/Gr. Pit ( ) Park ( ) Maint. ( ) ________ (Other)

Description prepared by J.W.N., Dec. 12, 1955; Checked by ________, ________, 19__

Owner Lloyd's Corp.

________ Section, Banfield Expressway Highway.

A parcel of land lying in the consisting of a portion of Block 162, Holladay's Addn. to east Portland, a portion of vacated NE 15th Ave., and a portion of vacated NE Holladay street. ~~of Section~~ ________, ~~Township~~ ________, ~~Range~~ ________, ~~W. M.~~,

________ ~~County, Oregon, and being a portion of that tract of land described in that certain deed to~~ ________,

~~recorded in Book~~ ________ ~~, Page~~ ________ ~~of~~ ________ ~~County Records of Deeds~~;

the said parcel being ~~described as follows~~:

bounded on the South by the South lines of Lots 1 and 8 of said Block 162, bounded on the West by the East line of vacated NE 14th Avenue, bounded on the North by a line which is parallel and 15 feet South of the North line of NE Holladay Street and bound on the Southeast by the O.W.R.R. and N. Co. R/W.

USE: R/W (X) St. Pile ( ) Quarry/Gr. Pit ( ) Park ( ) Maint. ( ) .... (Other)

Description prepared by J.W.N., Dec. 12, 1955; Checked by ...., ..., 19....

Owner Lloyd's Corp.

.... Section, Banfield Expressway Highway.

A parcel of land lying in the consisting of a portion of Block 162, Holladay's Addn. to east Portland, a portion of vacated NE 15th Ave., and a portion of vacated NE Holladay street. ~~of Section~~ ...., ~~Township~~ ...., ~~Range~~ ...., ~~W. M.~~,

.... ~~County, Oregon, and being a portion of that tract of land described in that~~

~~certain deed to~~ ....,

~~recorded in Book~~ ...., ~~Page~~ .... ~~of~~ .... ~~County Records of Deeds~~;

Void XJB.

the said parcel being ~~described as follows~~:

bounded on the South by the South lines of Lots 1 and 8 of said Block 162, bounded on the West by the East line of vacated NE 14th Avenue, bounded on the North by a line which is parallel and 15 feet South of the North line of NE Holladay Street and bound on the Southeast by the O.W.R.R. and N. Co. R/W.

The parcel of land to which this description applies contains 0.686 acres, ~~of which~~

.... ~~acres lie within the existing right of way, title to which hereby is acknowledged to be in~~

~~the public, and~~ .... ~~acres lie outside of the existing right of way~~.

State Printing 69584

RECEIVED
OCT 23 1956
FOR FILING

I-523(23)

5143

1227

October 22, 1956

Lloyd Corp.

7c

Mr. F. T. Fowler
Highway Engineering Co-ordinator
City of Portland
Portland, Oregon

Dear Mr. Fowler:

Thank you for your letter of October 11 regarding the connections to the T. H. Banfield Freeway in the vicinity of 16th Avenue. Recently we have been making a study of this matter based on the construction of an off and on ramp to and from the east only. This study is not complete, and, also, alternate plans would have to be used if someone constructed a bridge at 16th Street. As soon as the details have been worked out and we have a meeting of minds with the Lloyd Corporation, it is our intention to program the work.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

FC:me fn

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

G. J. LINDSTEDT
ASSISTANT TO COMMISSIONER
F. T. FOWLER
HIGHWAY ENGINEERING
CO-ORDINATOR

CITY OF PORTLAND
OREGON

REFERRED TO
Cooper
By State Highway Engineer
Please prepare reply.

October 11, 1956

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

A copy of the communication from the Lloyd Corporation addressed to you concerning the dedication of the necessary right-of-way for connections to the Banfield Freeway in the vicinity of N.E. 16th Avenue has been received in this office.

Since the Lloyd Corporation is ready and willing to dedicate the necessary right-of-way immediately, it is my studied opinion that it might be well to include this construction in the work on the Banfield Freeway at an early date in order that it might be completed by the time the freeway would be opened to its connections with N.E. Union Avenue and N.E. Grand Avenue. The additional connections in the vicinity of N.E. 16th Avenue would tend to relieve traffic congestion on N.E. Union Avenue and N.E. Grand Avenue during the period of time which would elapse before the planning and construction of the connections to the Burnside and Steel bridges could be completed.

I would appreciate receiving any plans you have prepared up to this time for these proposed connections and also your opinion as to the advisability of proceeding with this construction at an early date.

Yours very truly,

F. T. Fowler
F. T. FOWLER
Highway Engineering Co-ordinator

FTF:jd

NOTED
FORREST COOPER

RECEIVED
STATE [illegible]

NORTHWEST OFFICE:
PORTLAND
OREGON

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

LLOYD CORPORATION, LTD.
(INCORPORATED IN CALIFORNIA)
9441 OLYMPIC BOULEVARD - CORNER BEVERLY DRIVE
BEVERLY HILLS, CALIFORNIA
TELEPHONE BRADSHAW 2-5335

October 2, 1956

Oregon State Highway Commission
Salem, Oregon

Attention Mr. W. C. Williams
State Highway Engineer

Gentlemen:

Please refer to your letter of January 25, 1956, addressed to Mr. Franz B. Drinker, Portland Manager of this corporation, respecting our willingness to provide the rights of way for the proposed N.E. 16th Avenue Bridge, the interchange from the bridge to the Banfield Expressway on the South Side of the Expressway, and the right of way for the exit from the Banfield Expressway to N. E. Holladay Street.

We reaffirm the statement expressed in our letter to you dated May 19, 1955, wherein we stated:

> "1. There will be no problem insofar as the rights of way required for the ramps from the Banfield Expressway through our property are concerned. We have agreed to exchange the rights of way to the City for vacated street areas, and we understand the City will then arrange with the State Highway Commission for the use of the rights of way without cost to the State."

Until our recent meeting with Mr. Forrest Cooper we had been proceeding on the assumption that we had adequately responded to your letter of January 25, 1956 by indicating our willingness to provide the land required in one or more conferences held in your offices in Salem. We are willing at this time to deed the right of way required for the N. E. Holladay Street exit, and we are also prepared to deed the rights of way required for the ramps between the Expressway and the 16th Avenue bridge on the South of the Expressway and for the bridge when the plans have been agreed to by all parties concerned. We understand that there has been no final determination as to exact design on these ramps or the amount of property that will be required for them.

If anything further is required, please communicate with us.

Very truly yours,

LLOYD CORPORATION, LTD.

Richard R Von Hagen

rrvh d

Richard R. Von Hagen
President

RECEIVED
SEP 7 1956
FOR FILING

I-523(2)

5172

Salem, Oregon
September 6, 1956

Meeting - Lloyd Corporation
re 16th Avenue Bridge and
Interchange connections,
Banfield Expressway

MEMORANDUM TO THE FILES:

A meeting was held September 4 with the following individuals, representing the Lloyd Corporation, to discuss the matter of the 16th Avenue bridge and interchange connections at that point on the Banfield Expressway:

Harland Bartholomew, Traffic Consultant, St. Louis
W. Joseph McFarland, General Counsel, Lloyd Corporation, Beverly Hills
Franz Drinker, Lloyd Corporation, Portland
Richard Horn, Lloyd Corporation, Portland

The Lloyd Corporation, speaking through Mr. Drinker, made a request that the Highway Commission build an off ramp for westbound traffic connecting to Lloyd Boulevard as shown on our plan which was submitted to them some months ago. I countered by asking what their plans were in connection with an expanded facility which would include a bridge across the gulch at 16th. They stated that they had not approached the City but intended to do so on the 5th of September and would contact me after their conference with the City. Depending upon the reaction of the city officials, they would either request that the entire interchange be built (if the City will build the bridge), or, if the City of Portland was not favorable to the bridge, they would make a request for the one off ramp. I told them that after the picture had cleared somewhat and their request was received it would be given consideration.

Forrest Cooper
Acting State Highway Engineer

FC:me
cc Mr. W. C. Williams
Mr. Tom Edwards

9-6-56

P.S. Franz Drinker called me this date and reported on their meeting with Mr. Fowler, Mr. Apperson, and Mr. Bowes, City of Portland. He stated that these people appeared to be sympathetic and stated that they would discuss the matter with the Highway Department at the next meeting of the State-City-County committee.

RECEIVED
JAN 2[illegible] 1956
FOR FILING

I- 323 (23)
[illegible]
5143

5227 Portland

January 25, 1956

Mr. Franz B. Drinker, Portland Manager
Lloyd Corporation, Ltd.
720 N. E. Twelfth Avenue
Portland, Oregon

Dear Mr. Drinker:

I attach hereto two copies of a map indicating right of way that would be required from the Lloyd Corporation for construction of an interchange and new bridge at the 16th Avenue intersection of the Banfield Expressway. Also attached are metes and bounds descriptions of the properties that would ultimately be required.

The portions that would be needed for connections to and from the Banfield Expressway are shaded in blue on the map. The portion that would need to be deeded to the City of Portland when and if a new bridge is constructed is shaded in green.

You will understand, of course, that there are no plans at the present time for construction of the interchange or bridge, and the map and descriptions are presented to you now so that you may advise us whether the Lloyd Corporation would deed the areas shown in blue to the State without charge if the State should elect to construct the interchanges shown.

When you have had time to analyze this matter I will appreciate your advising me as to Lloyd Corporation's decision, so that I may in turn transmit it to the State Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. M. K. McIver
Mr. W. C. Williams
Mr. Forrest Cooper ([redacted]

NOTED
W. C. WILLIAMS

FORM 230—OOM—2-55—61906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 23rd, 1956

SUBJECT: 16th Avenue Interchange & Bridge

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

I hand to you herewith three copies of a map which indicates the design and needed right of way for the 16th Avenue interchange and bridge at the Banfield Expressway. I am also attaching copies of four right of way descriptions which would be needed if the project was constructed as shown on the plan. Three of the parcels should be acquired by the State, and the remaining parcel would be needed by the City of Portland for construction of the bridge. We have outlined the state parcels in purple on the map and the city portion in green. It was thought best that the description for the city parcel southerly from the Banfield Expressway be written in this office so that it would tie to the abutting parcels needed by the State.

In addition to the descriptions furnished you, the City would need to acquire additional properties northerly from the gulch if the 16th Avenue viaduct was constructed. It is assumed that they would handle this in their own way.

The interchange as laid out would provide for all movements except a westbound connection to the Banfield Expressway.

No action will be taken by this or the Right of Way Office to acquire these parcels until such time as you notify us that the matter has been cleared by the Commission and Lloyds.

Forrest Cooper

Forrest Cooper
Construction Engineer

FC:AR
Enc.

RECEIVED
JAN 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 230—50M—2-55—62966

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 21st, 1955

SUBJECT: 16th Avenue Bridge
Banfield Expressway

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

W. C. WILLIAMS

Referring to the matter of the so-called 16th Avenue Bridge at the Banfield Expressway on the Lloyd property, I wish to advise that we have prepared a design which is acceptable in all respects save a possible revision of the connection to N. E. Multnomah Street at the northerly end. Any change or revision at that point would not affect the State part of this package so is not a concern at this time. I am attaching a copy of the map which indicates the general layout. We have outlined in orange the three parcels of right of way which would be needed by the State if we are to construct the ramps. In green we have outlined the right of way that it would be necessary for the City to acquire southerly from the Union Pacific Railroad. In addition to the above, the City would have to make a further acquisition on the northerly side of the gulch roughly along the line shown on the map. This would not be a concern of the State; therefore, no descriptions have been drawn.

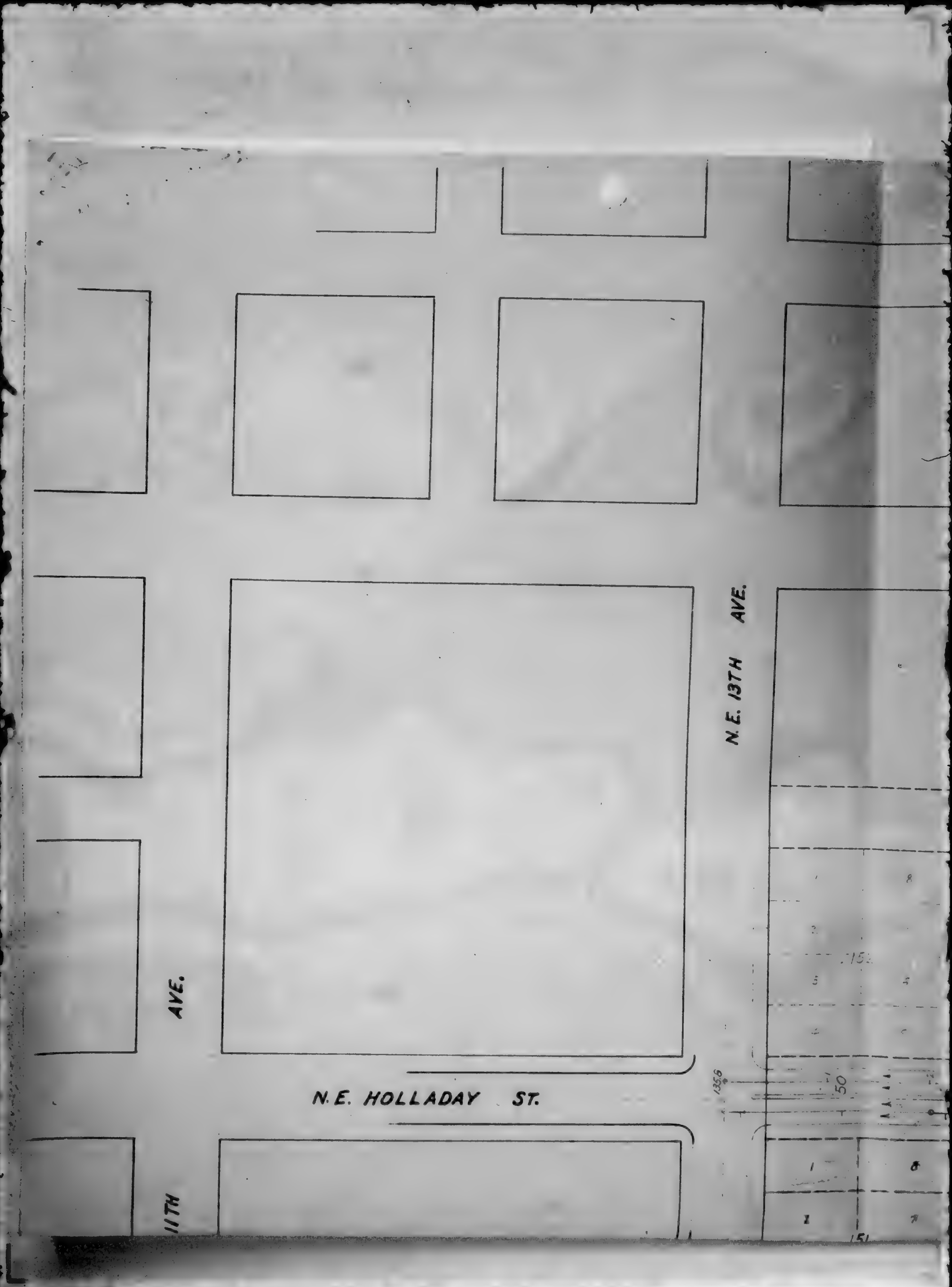
I am not familiar with all the preceding events concerning this proposal, but it would seem to me that the next move would be to inform the Lloyd Corporation of our suggested plan, clearly delineating the State Highway Commission's position and making any further move on our part contingent upon the remaining items, including the 16th Avenue viaduct, not being made a part of the State's obligation now or in the future. The Lloyd Corporation should be asked to accept the proposal on the above basis, to give to the State a completed proposal for the financing of the project other than that work to be done by the State, and further, to inform us that they will deed the right of way as shown to the State in fee simple, and that all additional right of way as needed by the City of Portland has been arranged and agreed upon as between the Lloyd Corporation and the City. At such time as the above is accomplished, deeds for the right of way as shown on the plan could then be submitted to the Lloyd Corporation for execution, together with such additional parcel descriptions as the City would need for the work northerly of the gulch. The reason that the description was written for the City portion southerly of the gulch was to assure coordination and ties between our descriptions and the adjoining parcel needed by the City.

It is my opinion that this whole thing will take some doing, and I have no doubt but that the Lloyd Corporation will have numerous if not endless changes and propositions to recommend; therefore, I believe the best way to get the ball rolling is as outlined herein. I do not believe the State should become further involved until there is a meeting of the minds of all concerned re all of the features of the plan.

Forrest Cooper
Construction Engineer

FC:AR
Enc.

RECEIVED
DEC 21 1955
OFFICE OF
STATE HIGHWAY ENGINEER


N.E. 13TH AVE.
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N.E. HOLLADAY ST.
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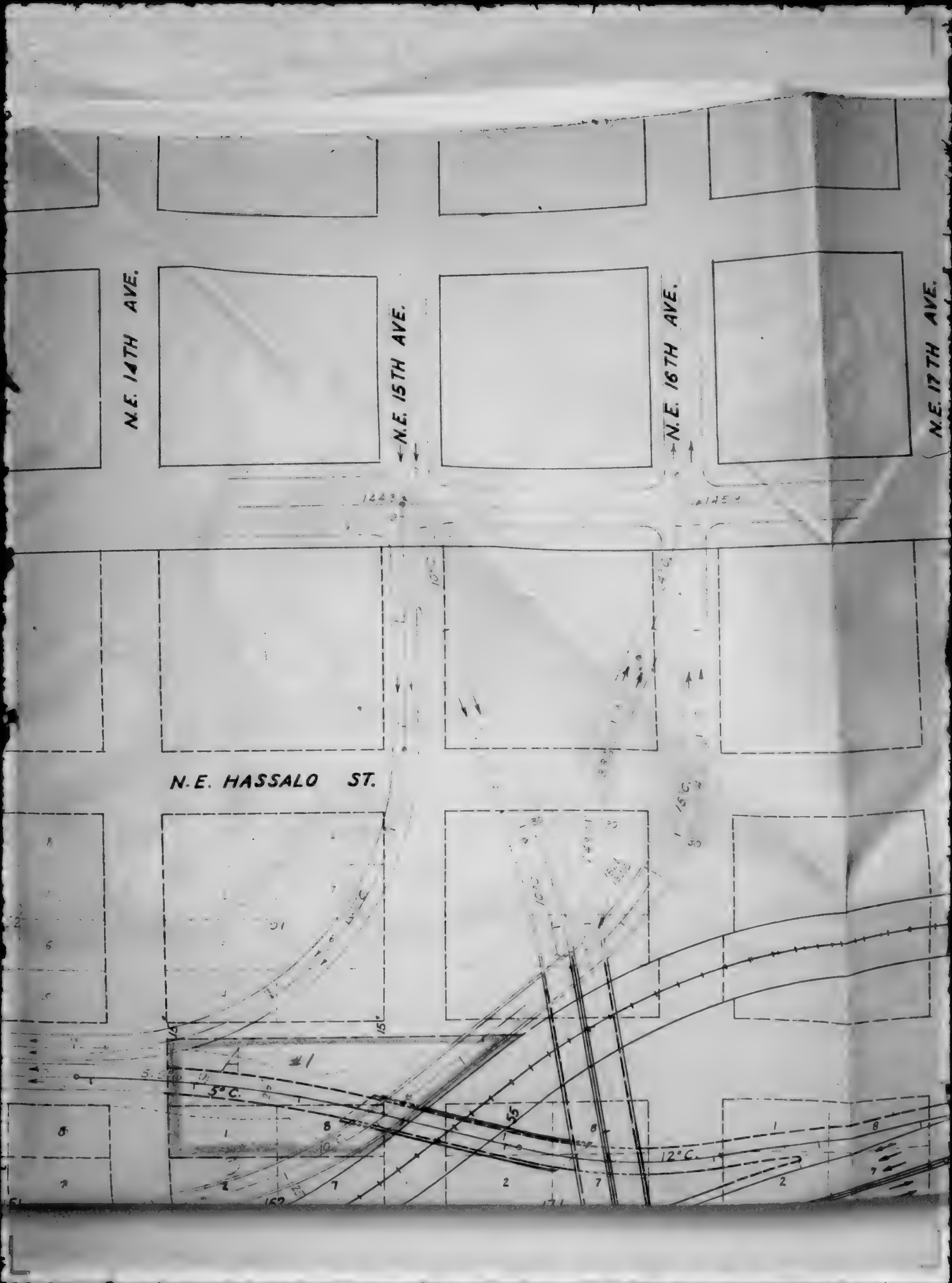
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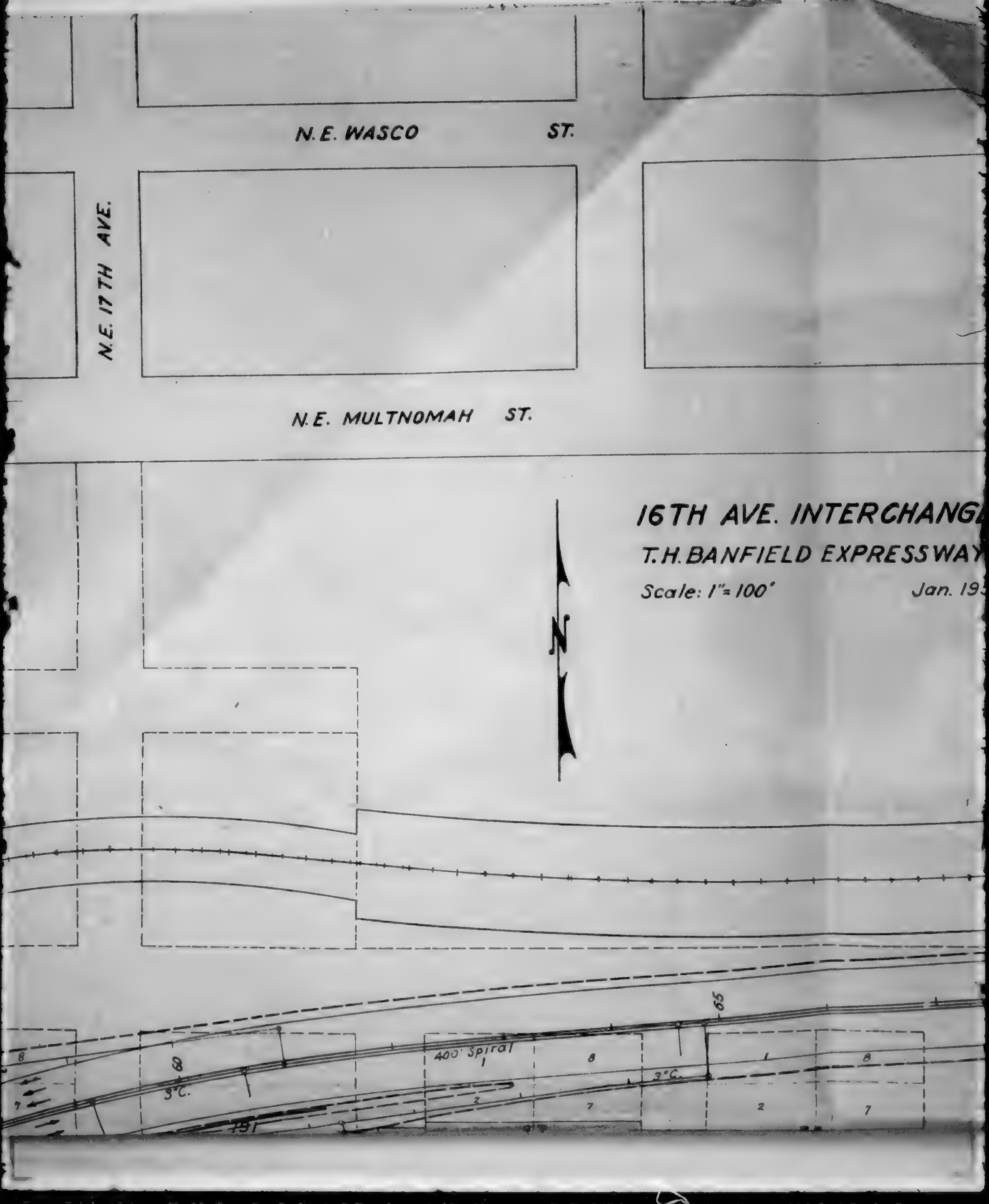
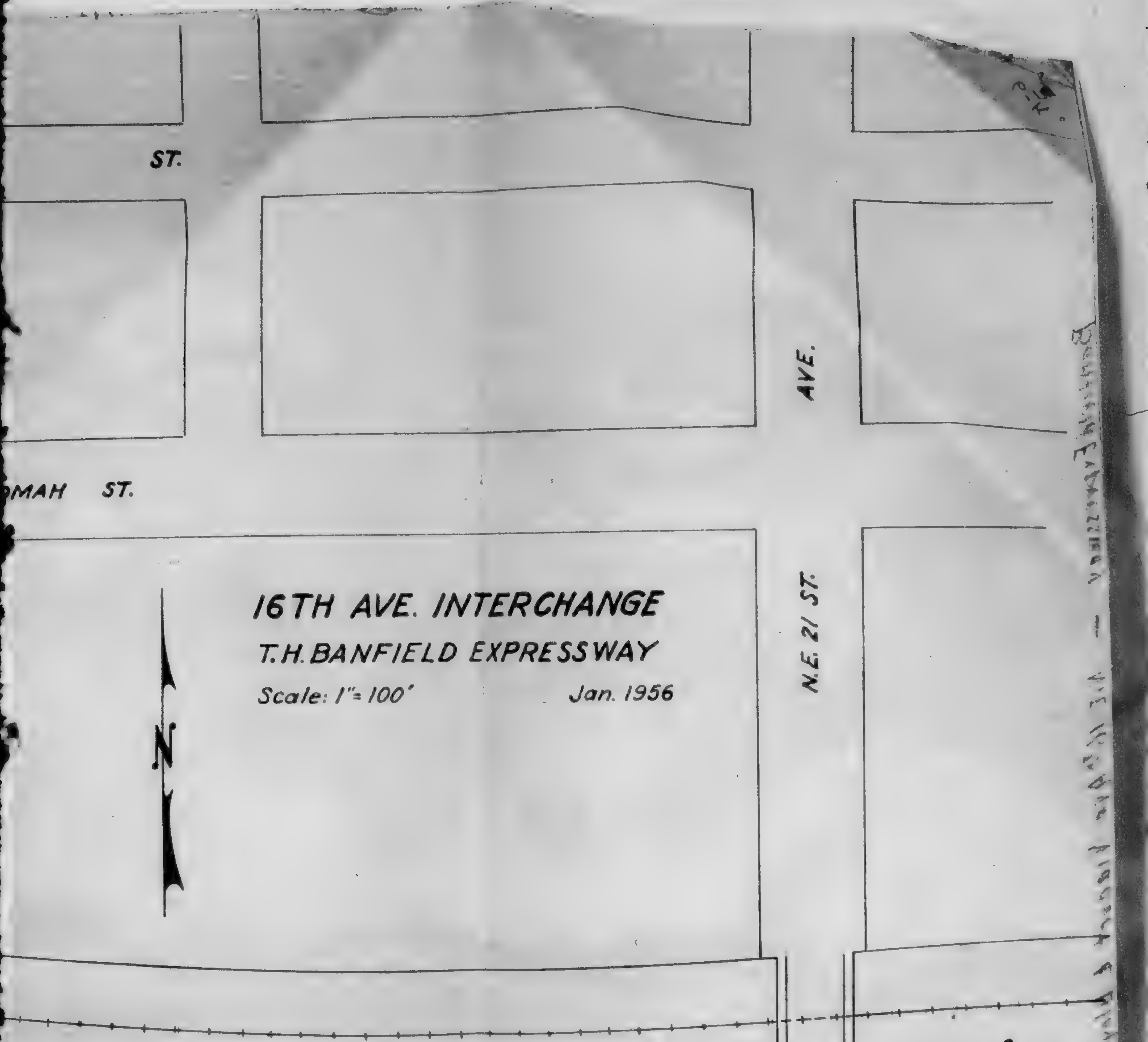


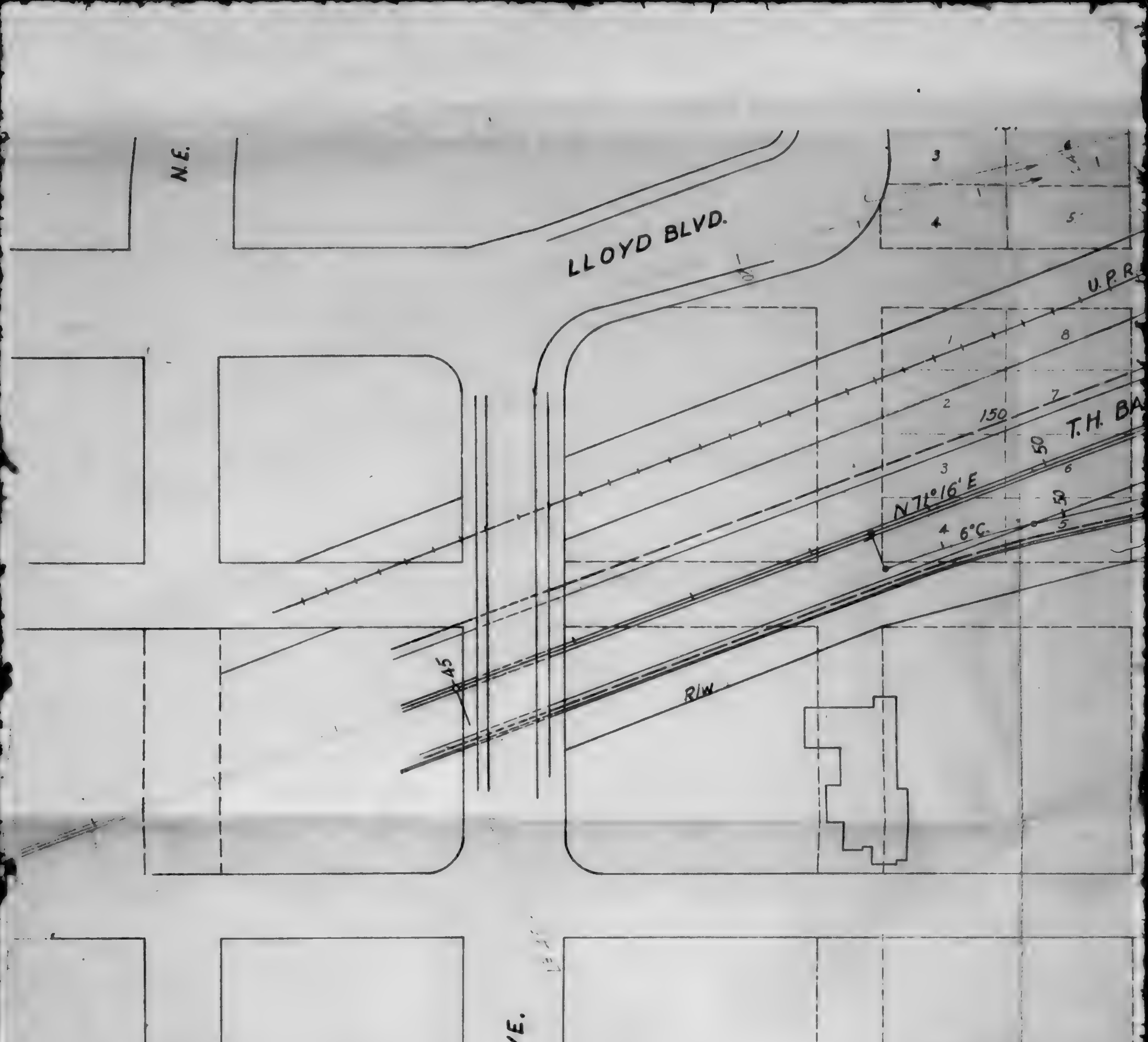
16TH AVE. INTERCHANG

T.H. BANFIELD EXPRESSWAY

Scale: 1" = 100'   Jan. 19



16TH AVE. INTERCHANGE
T.H. BANFIELD EXPRESSWAY
Scale: 1" = 100'   Jan. 1956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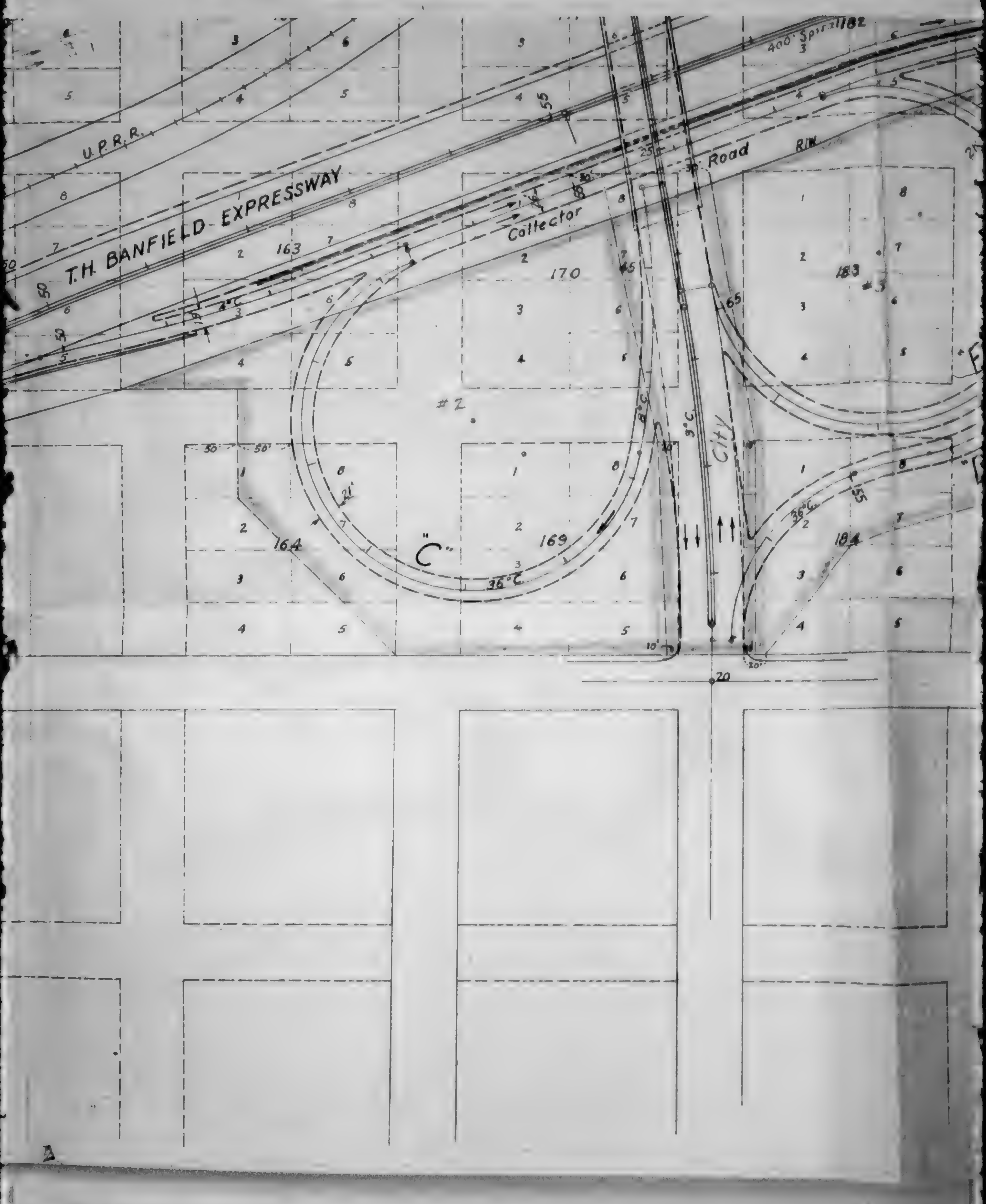
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Collector Road
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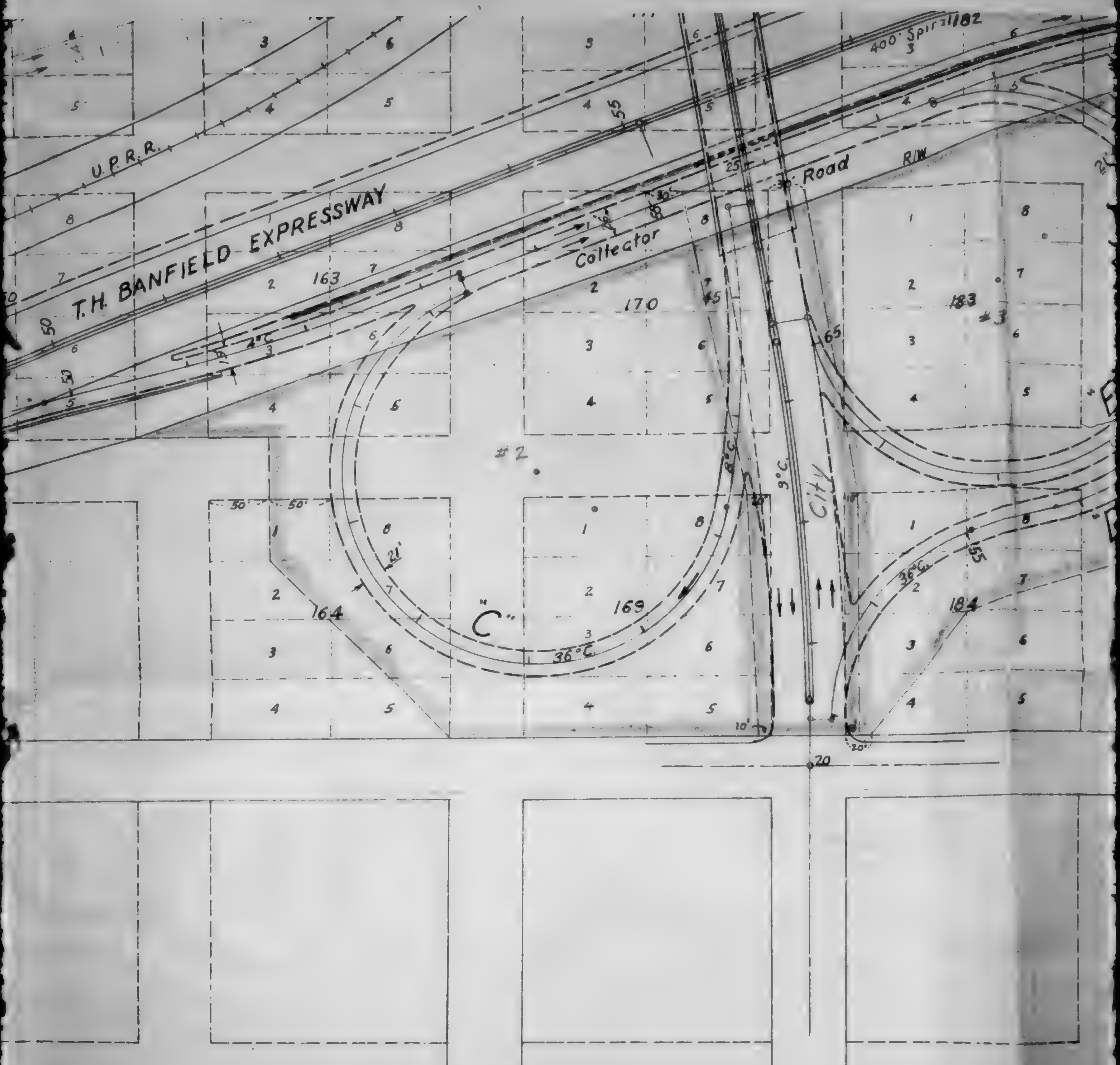
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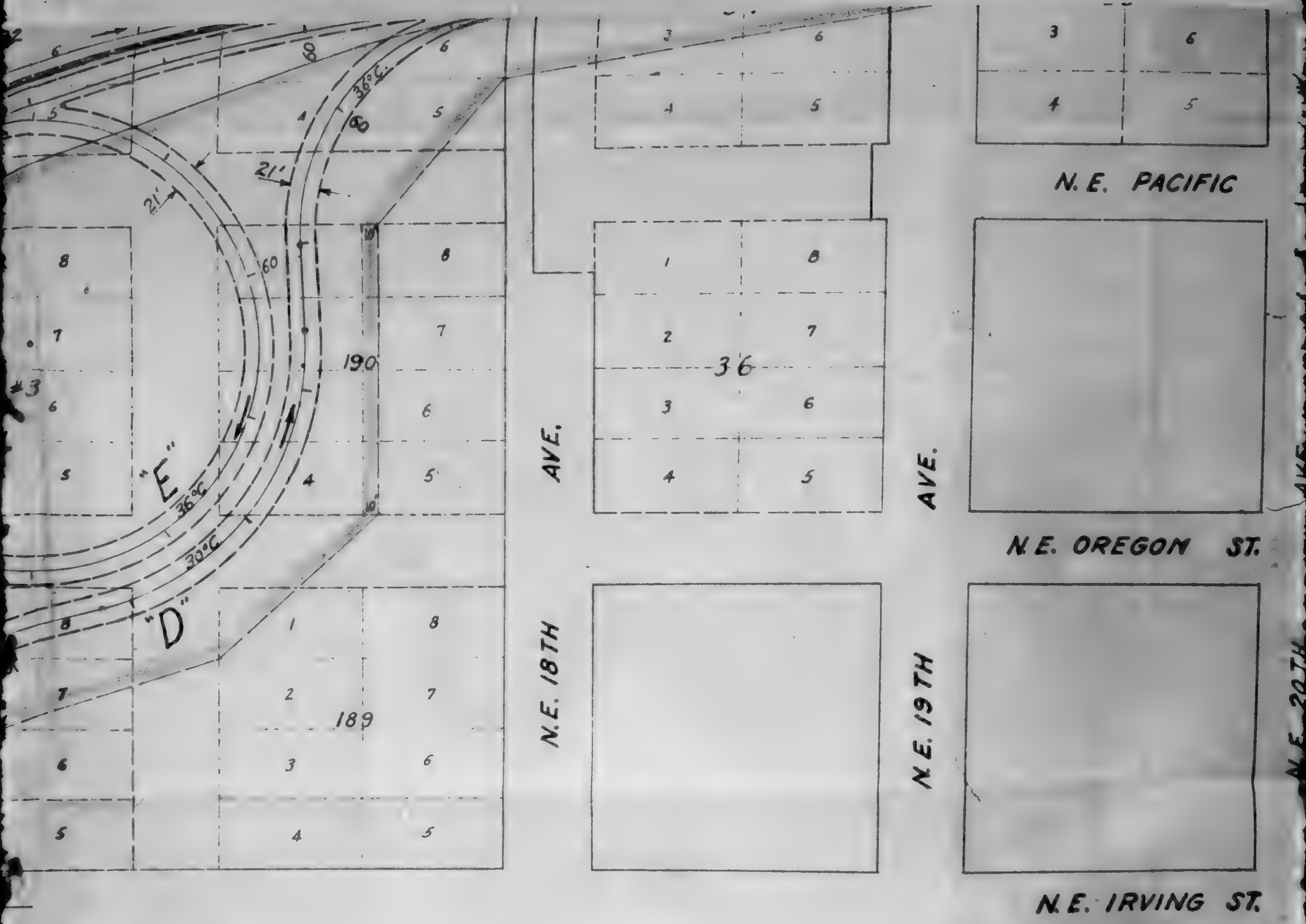
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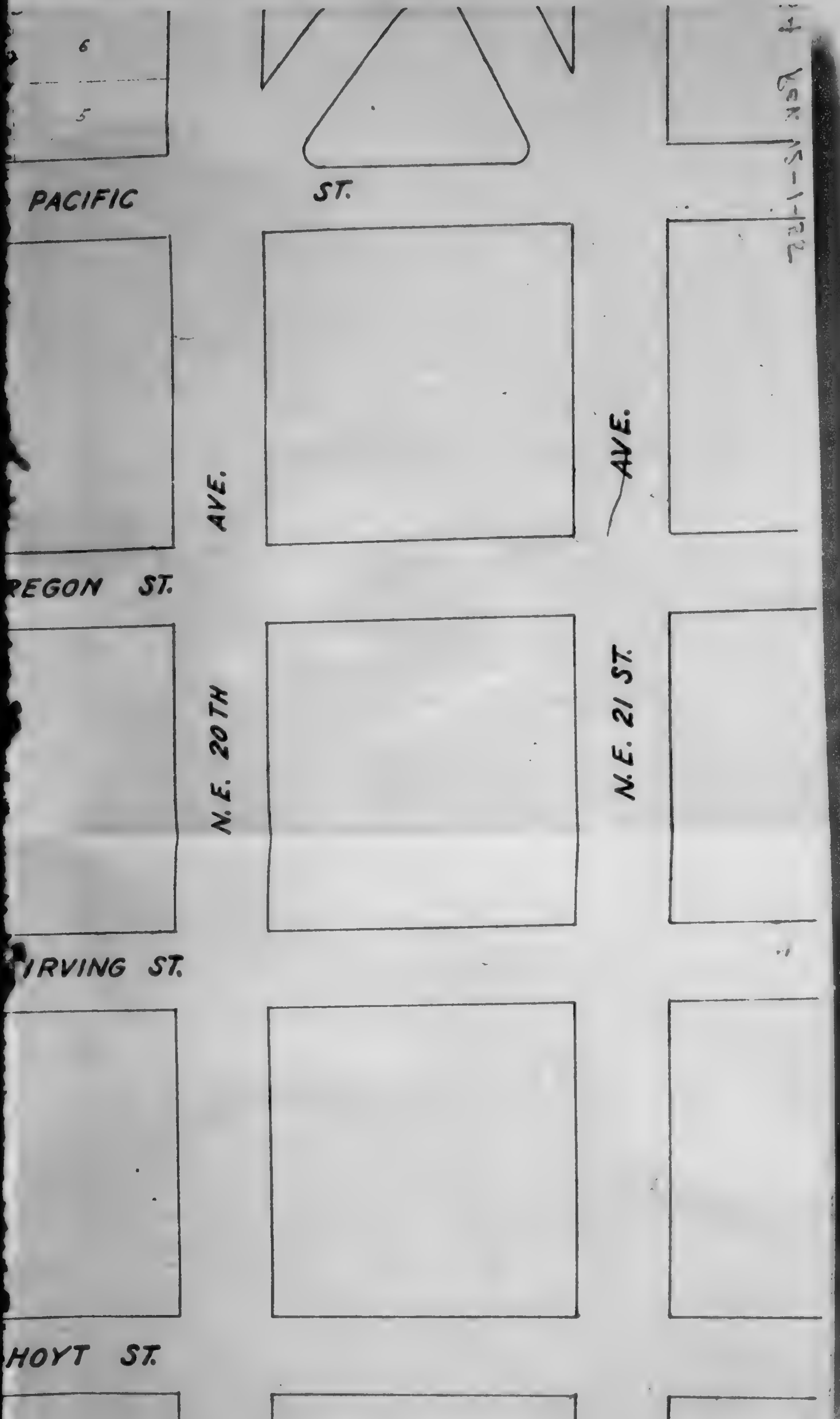
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AVE.
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N.E. 21 ST.
IRVING ST.
HOYT ST.

4 Ser 15-1-122

NORTHWEST OFFICE:
PORTLAND
OREGON

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

LLOYD CORPORATION, LTD.
(INCORPORATED IN CALIFORNIA)
9441 OLYMPIC BOULEVARD - CORNER BEVERLY DRIVE
BEVERLY HILLS, CALIFORNIA
TELEPHONE BRADSHAW 2-5335

May 19, 1955

Oregon State Highway Commission
Salem, Oregon

Attention Mr. R. H. Baldock, State Highway Engineer

Gentlemen:

In response to your letter of May 4 I wish to advise you as follows:

1. There will be no problem insofar as the rights of way required for the ramps from the Banfield Expressway through our property are concerned. We have agreed to exchange the rights of way to the City for vacated street areas, and we understand the City will then arrange with the State Highway Commission for the use of the rights of way without cost to the State.

2. We believe that the on-ramp from N. E. 16th Avenue to the East should be constructed simultaneously with the off-ramp to N. E. Holladay Street. We discussed this matter with Harland Bartholomew and he very firmly feels that both of these ramps should be part of the initial construction in order to adequately handle the traffic problems in the area.

3. In regard to the cost of the viaduct carrying 16th Avenue across the Freeway and the railroad track, which viaduct ultimately will have to be constructed, Mr. Bartholomew's office suggests that inasmuch as this could be considered a part of the interchange it would be appropriate for the State to participate in its expense. They suggest that in the event the State cannot see its way to participate, it should be possible to obtain federal assistance. We would appreciate your consideration of this suggestion.

Very truly yours,

LLOYD CORPORATION, LTD.

Richard R Von Hagen

Richard R. Von Hagen
President

To Barber
11/29/56

rrvh d

REFERRED TO
Mr. Williams
Dy State Highway Engineer

Please see me
about this.

NOTED
FORREST COOPER

RECEIVED
MAY 5 1955
FOR FILING

I-322 (23)

5143

May 4, 1955

Lloyd Corporation, Ltd.
9441 Olympic Boulevard
Beverly Hills, California

Attention: Mr. Richard R. Von Hagen
President

Gentlemen:

Broadway [illegible]

Reference is made to your letter of April 28 concerning connections from the Banfield Expressway to the proposed Lloyd Center development.

If I understand the proposed plan of traffic circulation, you are proposing that only the off-ramp, from the Banfield Expressway to connect with Holladay Street, be constructed at the present time and that the on-ramps from 16th Street to the Banfield Expressway be built in connection with Stage 3 of your development.

In order that I may present this matter to the Highway Commission, I should have assurance from you that all right of way needed for these ramps through your property will be provided without cost to the State. I would call to your attention the fact that the Highway Commission does not intend to build, at State expense, the viaduct carrying 16th Avenue across the freeway and the railroad track. This structure is in the third stage of your development and would be a matter to be worked out by your Corporation and the City. The proposed joining of Oregon Street to 16th Avenue makes no connection with the Banfield Expressway and is essentially a city street in which the State would not participate.

Upon receipt of your assurance as to providing right of way, I will have estimates made of the cost of the Holladay Street off-ramp and will present your request to the Highway Commission. You of course understand that the Highway Commission is pressed for money to complete the Banfield Expressway, and I do not know whether the members will look with favor on your request.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm

cc G. S. Paxson

RM 8-125 50M REVISED

RECEIVED
AUG 25 1955
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

IN REPLY PLEASE REFER TO

May 4, 1955

Lloyd Corporation, Ltd.
9441 Olympic Boulevard
Beverly Hills, California

Attention: Mr. Richard R. Von Hagen
President

Gentlemen:

Reference is made to your letter of April 28 concerning connections from the Banfield Expressway to the proposed Lloyd Center development.

If I understand the proposed plan of traffic circulation, you are proposing that only the off-ramp, from the Banfield Expressway to connect with Holladay Street, be constructed at the present time and that the on-ramps from 16th Street to the Banfield Expressway be built in connection with Stage 3 of your development.

In order that I may present this matter to the Highway Commission, I should have assurance from you that all right of way needed for these ramps through your property will be provided without cost to the State. I would call to your attention the fact that the Highway Commission does not intend to build, at State expense, the viaduct carrying 16th Avenue across the freeway and the railroad track. This structure is in the third stage of your development and would be a matter to be worked out by your Corporation and the City. The proposed joining of Oregon Street to 16th Avenue makes no connection with the Banfield Expressway and is essentially a city street in which the State would not participate.

Upon receipt of your assurance as to providing right of way, I will have estimates made of the cost of the Holladay Street off-ramp and will present your request to the Highway Commission. You of course understand that the Highway Commission is pressed for money to complete the Banfield Expressway, and I do not know whether the members will look with favor on your request.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm

cc G. S. Paxson ✓

Please prepare letter to Commission when reply is had.

[illegible]

NORTHWEST OFFICE:
PORTLAND
OREGON

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

LLOYD CORPORATION, LTD.
(INCORPORATED IN CALIFORNIA)
9441 OLYMPIC BOULEVARD - CORNER BEVERLY DRIVE
BEVERLY HILLS, CALIFORNIA
TELEPHONE BRADSHAW 2-5335

April 28, 1955

Oregon State Highway Commission
Salem, Oregon

Attention - Mr. R. H. Baldock, State Highway Engineer

Gentlemen:

During the past year we have discussed with you at various times the need for ramp connections to the Banfield Expressway in the vicinity of N. E. 16th Avenue in Portland. Your office kindly prepared a map showing two approaches from N. E. 16th Avenue to the Expressway on the south side and one egress ramp to N. E. Holladay Street on the north side. In so far as traffic plans are concerned for our proposed Lloyd Center, these ramp connections have been approved by Harland Bartholomew and Associates, who have been employed by us as traffic consultants.

In view of the present progress in our plans for the development of Lloyd Center and other improvements in the area, we now wish to request of the Oregon State Highway Commission that these ramp connections be provided and installed in accordance with the plan prepared in your office. In our opinion these connections will be vital to properly serve the area. The major business area in Lloyd Center will consist of a 40-acre development containing approximately 130 business firms; and other developments are scheduled to follow, including a medical dental building, office buildings, hotel, and recreation facilities. Parking will be provided in the area for approximately 8,000 cars.

A brochure of Lloyd Center is enclosed. We are also enclosing a recent brochure prepared by Harland Bartholomew and Associates, entitled "Traffic and Parking--Lloyd Center," for your use in considering our request. We will be glad to furnish any additional data desired.

We wish to thank you for the continued co-operation and interest which you have shown in this matter.

NOTED
G. S. PAXSON

Yours very truly,

LLOYD CORPORATION, LTD.

Richard R Von Hagen

Richard R. Von Hagen
President

RECEIVED
MAY 3 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RRVH:MH

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FOR FILING

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[illegible]

July 23, 1954

Mr. F. B. Drinker, Portland Manager
Lloyd Corporation, Ltd.
720 N. E. Twelfth Avenue
Portland 14, Oregon

Dear Mr. Drinker:

We have checked over the plans you submitted to us showing the proposed bridge across Sullivan Gulch at 16th Avenue together with possible connections to the Banfield Expressway.

Schematically, the plans are satisfactory, but they will require revision, as your plan is based on the original grade line of the Banfield Expressway, which has been revised. The present grade line of the Banfield Expressway at 16th Street is approximately 20 feet higher than the original plans from which you prepared your layout. We will be pleased to have members of our engineering staff confer with your engineering representatives should you wish this done. Your plan can be made adaptable to the new grade line with not too much revision and without impairment to the essential features desired. It would be much simpler to have a conference, with all maps and profiles at hand, than to attempt to cover such details by letter.

You understand, of course, that the State Highway Commission is of the opinion that the entire layout is a matter to be financed by the Lloyd Corporation and the City of Portland, and the Highway Commission does not propose to bear any of the expense incident thereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me hi

HEAD OFFICE:
BEVERLY HILLS
CALIFORNIA

LLOYD CORPORATION, LTD.
720 N.E. TWELFTH AVENUE
PORTLAND, OREGON
ZONE 14
TEL. EAST 7186

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

July 15, 1954.

REFERRED TO
Williams.
By State Highway Engineer
Please look this over and discuss it with me.

State Highway Commission
Salem, Oregon.

Attention: Mr. R. H. Baldock,
State Highway Engineer.

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Baldock:

In connection with our proposed "Lloyd Center" in Portland and possible connections from the area to the Banfield Expressway, we enclose herewith a study prepared by Harland Bartholomew and Associates which is along the lines of the preliminary plan previously discussed with you. Arrangements are being made with Mr. Apperson, Portland City Engineer, to offer the area which would provide for the ramps to the Expressway as partial exchange for street vacations required by us for the Lloyd Center.

NOTED
W. C. WILLIAMS

We would therefore appreciate knowing if this arrangement and the enclosed plan meet with your approval.

Yours very truly,

F. B. Drinker

F. B. DRINKER, Portland Manager
LLOYD CORPORATION, LTD.

FBD:a
Encl.

Mr. Baldock has map.

RECEIVED
FEB 1 1961
FOR FILING

4-6605

5144

February 1, 1961

The District Engineer
Corps of Engineers, U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Reference is made to your letter of January 18 in which you referred to our letter of December 10, 1957, concerning maintenance of the ferry channel between Astoria, Oregon, and Megler, Washington.

This letter is to notify you that the Oregon State Highway Department is willing to act as the local sponsor for the project of dredging this cross-river channel.

Very truly yours,

W. C. Williams
State Highway Engineer

PMS:er me

cc Forrest Cooper

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPGW-4

18 January 1961

REFERRED TO
Stephenson
[illegible] State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

Please refer to your letter of 10 December 1957 and our reply dated 19 December 1957, concerning maintenance of the ferry channel between Astoria, Oregon, and Megler, Washington. At that time you requested the Corps of Engineers to improve the channel by dredging but were informed that the work could not be done because the channel was not part of an authorized Federal project.

Subsequently, the late Senator Richard L. Neuberger introduced a resolution, which was adopted by the Senate Committee on Public Works, to have a study made to determine if the existing Columbia and lower Willamette Rivers project should be revised to include the ferry channel. To date, no funds have been appropriated for this study, but Section 107 of the 1960 River and Harbor Act contained an authorization for certain small navigation projects under which improvement of the ferry channel could possibly be undertaken. When study funds are available, this office will prepare a brief study to determine scope and economic feasibility of the project and refer it to the Chief of Engineers for approval and subsequent allocation of construction funds.

However, before the study can be initiated, a local sponsor for the project must be found. The function of the local sponsor in this case will be to provide suitable spoil disposal areas for initial construction and subsequent maintenance and possibly to share in the project cost to the extent deemed appropriate by the Chief of Engineers on the basis of the ratio of general to local benefits.

NPPGW-4 18 January 1961
Mr. W. C. Williams

The State Highway Department of Oregon is the only public agency that has expressed an interest in this project. Further action by the Corps will be contingent upon receipt of a statement from you that you are willing to sponsor the project. Only an informal statement is required at this time; formal acceptance and assurances will be required when the study is complete, the project has been formulated, and the full extent of local cooperation has been determined.

Sincerely yours,

W. L. WINEGAR
Colonel, Corps of Engineers
District Engineer

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JAN 20 1961
OREGON
STATE HIGHWAY COMMISSION

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June 6, 1960

789

Mr. James H. Polhemus
Willamette Tug & Barge Company
Foot of North Portsmouth Avenue
Portland, Oregon

Dear Sir:

In reply to your letter of May 27, which arrived June 1, regarding the Astoria ferry channel dredging project contracted in March 1958, instead of the 90,000 cubic yards estimated for this project, 122,519.8 cubic yards were removed from the ship channel. When the dredging work was underway, it was determined that instead of the estimated 3,100 feet of excavation, it was necessary to lengthen the channel to 3,500 feet, causing the overrun.

The job was started on April 14 and was completed on April 22, 1958.

We hope that this is the information you desired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

cc Mr. I. A. De France

AL:pa er

U 9-5511 ● 24-HOUR ANSWERING AND 2-WAY RADIO DISPATCHING SERVICE

W WILLAMETTE TUG & BARGE CO.

FOOT OF NORTH PORTSMOUTH AVENUE PORTLAND, OREGON

"HELPING BUILD THE WEST"

May 27, 1960

REFERRED TO Cooper
By State Highway Engineer

Oregon State Highway Department
Salem
Oregon

Re: Astoria Ferry Channel
Dredging Project - March 1958

Gentlemen:

Included in the provision for the above project two years ago, we notice that the net quantity yardage was estimated at 82,000, with an allowance of 8,000, for a possible total of 90,000.

Would you be so kind as to advise the actual yardage paid for when the project was completed? Thank you for this courtesy.

Very truly yours,

WILLAMETTE TUG AND BARGE CO.

rb

James H. Polhemus

Pd 4504

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MAY [illegible] 1960
OFFICE OF
STATE HIGHWAY ENGINEER

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MAY 31 1960
OREGON
STATE HIGHWAY COMMISSION

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OCT 21 1958
FOR FILING

September 25, 1958

Astoria Ferry Channel
Clatsop County
Contract # 5144

FINAL COST ANALYSIS
DREDGING
Port of Astoria, Contractor
E. J. Hall, Resident Engineer

Prefix 4-660-201 (41)

4-660

5144

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1. Dredge Excavation	122,519.8	Cu.Yd.	.175	.1779	21,796.78	21,440.97

Total Cost	$ 21,796.78
Gross Revenue	21,440.97
Net Loss	$ 345.81

Net loss equals 1.6% of Gross Revenue.

DETAIL OF COST

Labor:		
Labor	$ 9,662.20	
Labor Insurance	1,073.58	$ 10,735.78
Equipment rental and Miscellaneous Supplies:		
Equipment Rental	$ 4,050.00	
Gas, Oil and Grease	4,955.50	
Insurance	330.00	
Office	611.75	
Supplies and Misc.	1,113.75	11,061.00
		$ 21,796.78

NOTED
FORREST COOPER

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[illegible] 1958
OFFICE OF
STATE HIGHWAY ENGINEER

Contract # 5144

Remarks:

This was a "State Project" calling for dreding of approximately 3,050 feet of the ferry channel, involving 90,000 cubic yards of dredge excavation.

Bids were opened March 27, 1958 and work began April 14 but on April 15 heavy winds sank three pontoons and dredging was delayed for 32 hours. It was necessary to keep pumping water through pipe line so it would not be destroyed. Dredge operated 24 hours per day Saturday and Sunday to recover production lost due to high winds. All dredging was completed April 22, 1958.

Mr. McClean, Engineer for Port of Astoria told me they had actually taken the project at cost, but due to the storm, a slight loss was incurred.

M. N. Juve
Chief Cost Analyst

By

Harry R. Sturgis

RECEIVED
JUL 23 1958
FOR FILING

7-2

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 10, 1958

4-6608 (CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
514	2 Final	Port of Astoria	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15258	H216916	$ 1,622.22	7-10-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapolske
ACCOUNTING DIVISION

Specified completion date:	20 workdays from Apr. 14, 1958
Time Extensions:	None
Completion Date:	Apr. 22, 1958
Date Accepted:	May 8, 1958
Penalties:	None of record
Claims:	None of record
Remarks:	

Date: July 11, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer Jr
H. B. Glaisyer
Secretary

Warrant Mailed: JUL 11 1958
GPW

NOTED ON CARD
OM

RECEIVED
JUL 1 - 1958
FOR FILING

[illegible]

5144

July 1, 1958

CERTIFIED MAIL

The Travelers Indemnity Co.
700 Main St.
Hartford 15, Conn.

Attn.: Fidelity & Surety Dept.

Gentlemen:

State Highway Contract No. 5144 for work performed on the Astoria Ferry Channel in Clatsop County was completed by the contractor, Port of Astoria, on Apr. 22, 1958, and was formally accepted by the Highway Commission on May 8, 1958.

Final payment in the amount of $1,622.22 will be released to the contractor on or after July 11, 1958. The total contract amount is $21,440.97, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: Grossmayer Co.,
Equitable Bldg.,
Portland, Oregon

NOTED ON CARD
om

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JUL 9 - 1958
FOR FILING
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5144

Salem, Oregon
June 30, 1958

Increase in Authorization
Contract No. 5144

Mr. E. J. Hall
Resident Highway Engineer
Box 543
Astoria, Oregon

This is to advise you that at its meeting on June 19, 1958, the Highway Commission approved an increase of $4,968.75 in project authorization on Contract No. 5144, Astoria Ferry Channel dredging.

The new project authorization is $25,401.00.

S. H. Probert,
Office Engineer

[redacted]
cc: Mr. J. D. Walker

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FOR FILING

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5144

June 13, 1938

Oregon State Highway Commission

Gentlemen:

All work has now been completed on the dredge excavation project for the Astoria Ferry Channel, Contract No. 5144. To obtain a channel excavated to a depth of minus 14 feet, as specified in the contract, it was necessary to extend the length of the excavation from 3,1[illegible] feet to 3,5[illegible] feet. This extension produced an overrun in quantities of 32,[illegible]19.8 cubic yards. This caused an overrun in the project authorization of $4,869.75, or 23.7 per cent.

It is requested that the project authorization for this job be increased in the amount of $4,869.75.

Very truly yours,

[illegible]. C. Williams
State Highway Engineer

PMS:er me

cc Mr. P. M. Stephenson
Mr. S. M. Probert
Mr. Tom Edwards
Mr. I. A. DeFrance
Mr. C. H. Maison

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FOR FILING
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

4-6608

Salem, Oregon
June 2, 1958

5144

SUBJECT: Astoria Ferry Channel
Contract No. 5144

To:

Mr. Tom Edwards
Construction Engineer
Department

Herewith further explanation of the overrun on the subject contract.

The semi-final which has recently been submitted shows the overrun of 32,520 cubic yards of dredge excavation. In checking back over the preliminary data, I find that the estimate was made upon the basis of dredging a channel approximately 3,100 feet long to a depth of minus 14 feet. To clear the channel to a depth of 14 feet, the channel had to be extended to a little over 3,500 feet. The specifications provide for payment to the contractor an overdepth excavation of one foot. The contractor took advantage of this throughout the major portion of the project. This would make the pay excavation extend to an elevation of minus 15 feet.

In the preliminary data, there is an estimate based upon excavation to a minus 15 feet which is approximately 127,500 cubic yards, which supports the amount of overrun due to the excavating of one foot below the established grade line of minus 14 feet.

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA:AM
cc Mr. P. M. Stephenson ✓

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[illegible]NEER

FORM E-30 50M 8-57—6593

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 2, 1958

SUBJECT: Astoria Ferry Channel
Clatsop County
Contract No. 5144

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I am submitting herewith a Report on Expected Overrun of Project Authorization on the subject named project. The overrun is in the amount of $6,900 or 33.5 per cent.

The above overrun has been occasioned either by (1) underestimating by the U. S. Corps of Engineers on the original estimate or (2) by the deposit of additional material in the channel area subsequent to the time the original estimate was made. In any event, it has been determined that it will be necessary to move 44,000 cubic yards of dredge excavation over that which was originally contemplated. The contractor has indicated that a satisfactory price for the moving of the additional material was the unit price named in the contract. The price agreement was submitted to you recently on this basis.

In view of the above, it is recommended that this project authorization be increased in the amount of $6,900. I am submitting herewith a rough draft of a suggested letter to the Highway Commission to this effect for your consideration.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

FORM E-30 50M 8-57—8883

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1958

SUBJECT: Astoria Ferry Channel
Contract No. 5144

To:

Mr. Tom Edwards
Construction Engineer
Department

Herewith "Report on Expected Overrun of Project Authorization" on the subject project.

It is anticipated that the "Dredge Excavation" item on the subject project will overrun approximately 44,000 cubic yards. This overrun was determined by taking soundings on centerline of the channel at the time of dredging and calculating the amount of material to be ~~used~~ moved at that time. The original estimate was made by the Corps of Engineers and I can find no calculations supporting their estimate. The final remeasure, which is to be made by the Corps of Engineers, has not been made as yet, so the 44,000 cubic yards is not final but is an estimate made from our own measurements.

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA:AM

CONSTRUCTION DIVISION
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Form E-1—10M—7-37

4-1228

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 23 April, 1958

Section	Astoria Ferry Channel	Kind of work	Dredging
Highway	County Clatsop	Section prefix	4-6608
Contractor	Port of Astoria	Contract number	5144
Date of contract	March 27, 1958	Specified work days	20
Date work started	April 14, 1958	Work days used	6
Project authorization	$20,531.25	Per cent of time elapsed	30 %
Exclusive of engineering	$19,071.00		

Estimated cost of completed project, exclusive of engineering . . . $23,940.00

Estimated per cent overrun . . . 23.6 %

Per cent of contract completed, based on total contract price . . . 100 %

Engineering authorization . . . $1,460.00

Engineering cost to date $1,460.00, 100 %

Date project was completed April 22, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate submitted to Division Office on Wednesday.

Final Report

RECEIVED
MAY 26 1958
DIVISION OFFICE
DIVISION ENGINEER

Noted
M. N. Juve

CONSTRUCTION DIVISION
RECEIVED
MAY 26 1958
NOTED-- ☒ CE ☐ ACE ☐ ACE ☐ ☐ COE

Signed Res. Eng'r.

Address Box 543, Astoria

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	Dredging XXXXXXXX	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)	90,000 C.Y.				
Total quantities corrected to date	122,520 C.Y.				
Estimated quantities moved or placed to date	122,520 C.Y.				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Form No. [illegible]

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OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Astoria Ferry Channel
Date May 1, 1958
Highway
Contract No. 5144
County Clatsop
Kind of Work Dredging
Contractor Port of Astoria

Contract Amount $15,750.00

Expected over-runs and under-runs in contract items:

Major items, itemized:

4-6605
5144

	Quantity	Unit Price	Amount
Dredge Excavation	~~44,000~~ 32,519	$ .175	~~$7,700.00~~ $5,691.00

Minor items, unitemized algebraic total $5,691.00
Subtotal $~~7,700.00~~
Approved work orders (Price, extra work and state force orders) $---

Expected over-runs and under-runs in work orders: Amount

Major items, itemized:

Minor items, unitemized algebraic total
Subtotal $---
Authorization for engineering Survey (Corps of Engineers) $2,500.00 $3,960.00
Expected over-run or under-run of engineering authorization $---
Costs not included above (explain) $---
Allowance for future contingencies (——% of work remaining) $---
Credits to come from transfers and deductions $---
Present estimate of project cost $~~27,410.00~~ $25,401.00

Brief Statement of principal causes of over-run:

Additional measurements at time of dredging indicated more material to be dredged than originally anticipated. This could be the result of additional material being deposited in area between time of original estimate and time of dredging.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $20,531.25
Present estimate of project cost $~~27,410.00~~ $25,401.00
Expected over-run (Amount) $~~6,878.75~~ $4,869.75
Expected over-run (per cent) ~~33.5~~ 23.7%

Space to right of this line is for use of Salem office.

Submitted by: E. J. Hall — Resident Engineer
Noted by: L. H. Young — Construction or Bridge Engineer
Confirmed by: R. D. — Assistant Division Engineer
Noted by: — Deputy or Assistant State Highway Engineer

State Printing 86719

FORM E-128

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR 30 1958
FOR FILING

5144

Apr. 29, 1958

Port of Astoria
Port Docks
Astoria, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5144, awarded Mar. 27, 1958, for Astoria Ferry Channel Dredging in Clatsop County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR 23 1958
FOR FILING

April 23, 1958

District Engineer
Corps of Engineers, U. S. Army
628 Pittock Block
Portland 5, Oregon

Your File: NPPKO-1

Dear Sir:

We have just been notified of the completion of the dredging of the Astoria-Megler ferry channel in the Columbia River.

Will you kindly proceed with the post-dredging survey and preparation of the map showing the results of this survey.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

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RECEIVED
MAR 31 1958
FOR FILING

4-6668

5144

March 31, 1958

Port of Astoria
P. O. Box 569
Astoria, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958, awarded to you State Highway Contract No. 5144 for the Astoria Ferry Channel Dredging Project on the Astoria Crossing Range in the Columbia River in Clatsop County.

This award was based on your bid of $15,750 which was the low bid submitted to the Commission the 27th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

P

RECEIVED
MAR 19 1958
FOR FILING

4-6608

5144

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

March 14, 1958

State Highway Engineer
Salem
Oregon

ATTENTION: Mr. P. M. Stephenson, Assistant State Highway Engineer

Dear Sir:

Reference is made to your letter of March 7, 1958, addressed to the District Engineer, concerning the proposed dredging of Astoria-Megler Ferry Channel in the Columbia River.

Surveys were completed on March 12, 1958. Plotting and office work will be completed as soon as possible and prints should be available for you by about March 19 or 20.

Very truly yours,

J Newton Cox
J. NEWTON COX
Lt Colonel, Corps of Engineers
Executive

NOTED
P. M. STEPHENSON

RECEIVED
MAR 18 1958
OREGON
STATE HIGHWAY COMMISSION

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RECEIVED
MAR 10 1958

FOR FILING

4-6608

5144

March 7, 1958

District Engineer
Corps of Engineers, U. S. Army
628 Pittock Block
Portland 5, Oregon

NPPKO-1

Dear Sir:

We are in receipt of your letter of March 4 in which you stated that the District had been authorized to perform the requested hydrographic survey work on a reimbursable basis for the proposed dredging of the Astoria-Megler ferry channel in the Columbia River.

We are proposing to open bids for this project on March 27 and have stated that the contractor must start work before April 14, with all work to be completed within 20 working days. The predredge survey could be made at any time that would suit your convenience between now and April 14.

It is anticipated that the dredging work will be done in approximately eight to ten days after the work is started, so it is hard to estimate a date at this time when the post dredge survey should be made.

We will, of course, notify you as to the date the contractor starts work and the date he completes it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKO-1

March 4, 1958

State of Oregon
State Highway Department
Salem, Oregon

ATTENTION: Mr. W. C. Williams, State Highway Engineer

Gentlemen:

In reference to your letter of February 17, 1958, and our letter of February 24, 1958, this District has been authorized to perform the requested hydrographic survey work on a reimbursable basis.

The estimated cost to perform this work is $2,500.00. The actual cost will be determined when the after-dredge survey has been completed. Please notify this office as to the approximate dates that you desire the predredge and post-dredge surveys.

Very truly yours,

J Newton Cox
J. NEWTON COX
LT. COLONEL, CORPS OF ENGINEERS
EXECUTIVE OFFICER
FOR:

JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

RECEIVED
MAR 6 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

NPPKO 4-6608

5144

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

February 24, 1958

State of Oregon
State Highway Department
Salem, Oregon

ATTENTION: Mr. W. C. Williams
State Highway Engineer

Gentlemen:

Receipt is acknowledged of your letter dated February 17, 1958, requesting a hydrographic survey of a portion of the Astoria-Megler ferry channel.

Higher authority must approve the use of government plant for performing the survey you wish. Such authority has been requested and you will be notified as soon as approval has been received by this office.

Very truly yours,

Joseph F. Garbacz
JOSEPH F. GARBACZ
LT. COLONEL, CORPS OF ENGINEERS
DEPUTY DISTRICT ENGINEER
FOR JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

NOTED
P. M. STEPHENSON

RECEIVED
FEB 25 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 19 1958
FOR FILING

February 17, 1958

The District Engineer
Corps of Engineers, U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

In recent correspondence with you, we requested the assistance of the Corps of Engineers in the maintenance of the cross-river channel of the Columbia River, known as the Astoria-Megler channel. We were informed by your office that this channel was not a federal waterway and for that reason cooperation of the Corps of Engineers for channel maintenance could not be secured.

We are now taking steps to request, through our Congressional delegation, a survey report and the ultimate declaration of this channel as a federal waterway so that when, and if, future maintenance is needed, the Corps of Engineers will be authorized to perform the work.

For some time the Astoria-Megler channel has been shoaling and has now reached a stage where normal operation of the ferries is hindered during times of extreme low tides. Last year, the ferries dragged bottom 132 times.

As we do not believe we can wait the necessary time required to have this channel declared a federal waterway, we are now proposing to call for bids to dredge approximately 150,000 cubic yards from the southerly end of the ferry channel. An application for a permit for this dredging is being presented to you. We expect to call for bids on March 28, 1958.

We are now requesting the Corps of Engineers to make a survey, on a reimbursable basis, of the area to be dredged prior to the date of letting the contract, and a remeasurement survey after the completion of the work. We do not have means to make this type of a survey nor do we have knowledge of anyone who can. This survey would require the necessary field work, a map of 1:5000 scale to a one-half foot accuracy of the area to be dredged before the dredging is done, and the field work for remeasurement.

We hope for favorable consideration of our request for the survey and that you can notify us of your approval. An early reply would be appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

PMS:er
cc [illegible]

RECEIVED
FEB 25 1958
FOR FILING

February 24, 1958

Oregon State Highway Commission

Gentlemen:

Reference is made to Item No. 5 on the Summary of Unfinished Business as of January 17, 1958. The following is a progress report on the proposed dredging of the Columbia River between Astoria and Megler to accommodate the State ferries.

A conference was held with the District Office of the Corps of Engineers to determine the necessary procedure to have the Astoria-Megler cross-river channel classified as a federal waterway so that when, and if, future channel maintenance is required the Corps of Engineers will be authorized to perform the work. This requires a resolution adopted by you to be sent to one of our U. S. Senators requesting action to be taken to have a survey made and the channel declared as a federal waterway. The resolution is now being prepared by the Legal Department.

Another conference was held with the Corps of Engineers to obtain information and advice in regard to the contracting by the State of the dredging of a portion of the channel to provide sufficient depth to safely operate the ferries.

As the State does not have the necessary equipment to make an underwater survey, a request was made to the Corps of Engineers to make a survey, on a reimbursable basis of the river bed prior to the dredging operations and a resurvey upon completion of the work. It is estimated that the cost of the survey, including preparation of necessary maps, would cost approximately $1,200.

An application for a permit for dredging has been presented to the Corps of Engineers. No reply has been received to date.

Plans are being prepared for the dredging contract. It is proposed to open bids on March 27, 1958. The estimated cost of the project is $25,000.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. P. M. Stephenson
Mr. C. H. Maison
PMS:er fn

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MAR 21 1958
FOR FILING
4-6608 NPPKS-4
5144

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

February 24, 1958

NPP 800.6(Col.Riv.-Dredging)-83.

REFERRED TO
Stephenson
By State Highway Engineer

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. W. C. Williams, State Highway Engineer

Gentlemen:

In response to your application dated February 18, 1958, there is inclosed a permit authorizing dredging and dumping in Columbia River at Desdemona Sands near Astoria, Oregon.

The instrument authorizes the work only in accordance with the approved plans shown on the prints which are attached to and made a part of the authorization. If it is necessary because of unforeseen or altered conditions to deviate materially from the approved plans, revised drawings showing any proposed changes must be submitted to this office in order that they may receive the approval required by law before the work is commenced.

Attention is invited to condition (i) of the instrument, which requires that this office be notified in writing concerning commencement, suspension, resumption, and completion of the work. If it does not conform substantially with the approved plan, the work will be unlawful. It is important, therefore, that the notices be received promptly in this office in order that inspections may be made at appropriate times.

Very truly yours,

T. W. Ragsdale
T. W. RAGSDALE
Chief, Operations Division

1 Incl:
Permit, dtd Feb. 24, 1958

NOTED
P. M. STEPHENSON

RECEIVED
FEB 25 1958
OREGON
STATE HIGHWAY COMMISSION

NPPKS-4 NPP 800.6(Col.Riv.-Dredging)-83.

DEPARTMENT OF THE ARMY

Note.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining *State assent* to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings* v. *Chicago*, 188 U. S., 410.) 16—12166-8

PERMIT

Portland District, Corps of Engineers.
628 Pittock Block, Portland 5, Oregon
February 24, 1958.

Oregon State Highway Department

Salem, Oregon

Gentlemen:

Referring to written request dated February 18, 1958,

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army,

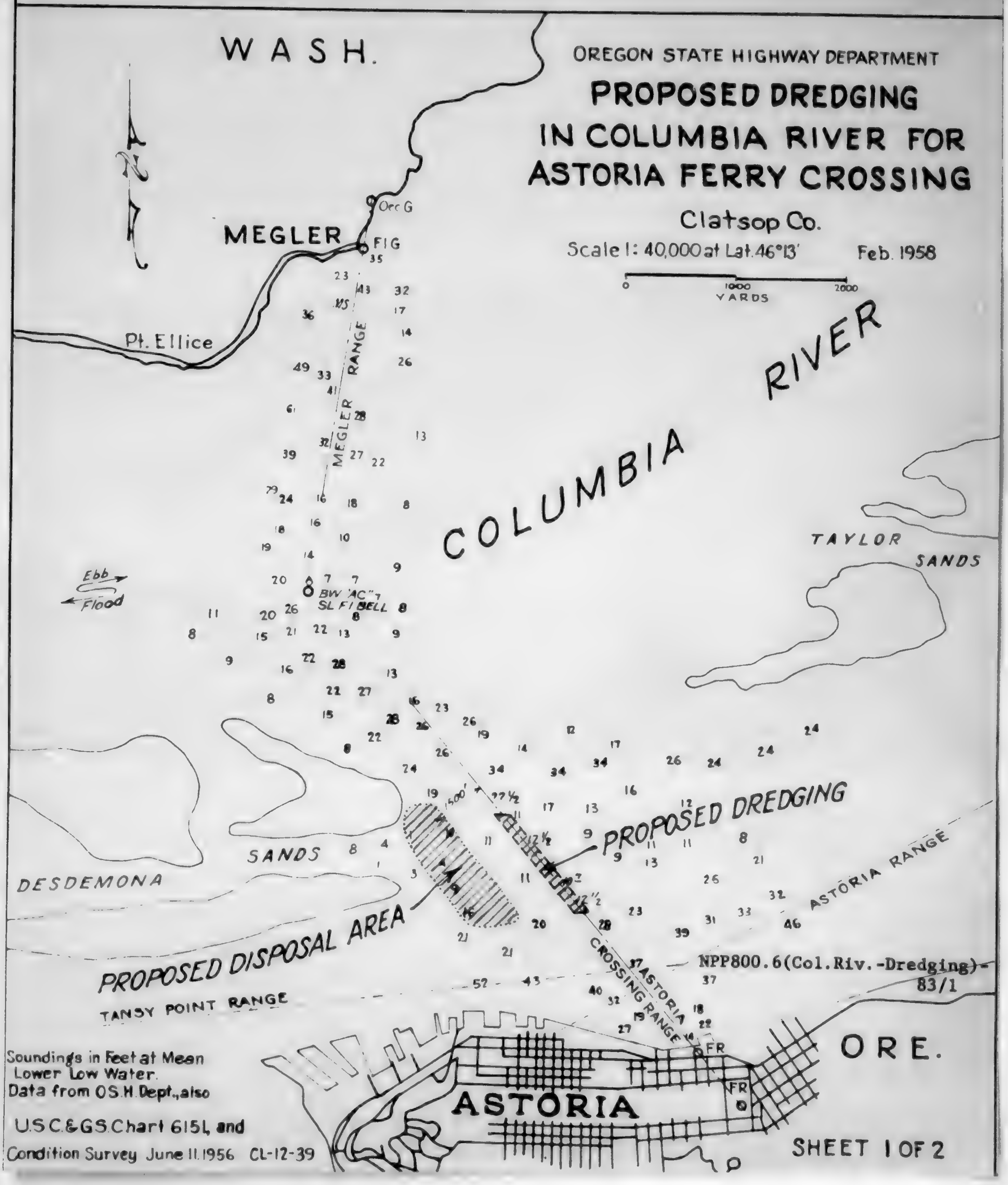
to dredge and dump,
(Here describe the proposed structure or work.)

in Columbia River,
(Here to be named the river, harbor, or waterway concerned.)

at Desdemona Sands, near Astoria, Oregon, (approximately 13.6 miles above
(Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)
the mouth)

in accordance with the plans shown on the drawing attached hereto marked:
(Or drawings; give file number or other definite identification marks.)
"NPP 800.6(Col.Riv.-Dredging)-83/1 and 83/2"

subject to the following conditions:



OREGON STATE HIGHWAY DEPARTMENT

PROPOSED DREDGING IN COLUMBIA RIVER FOR ASTORIA FERRY CROSSING

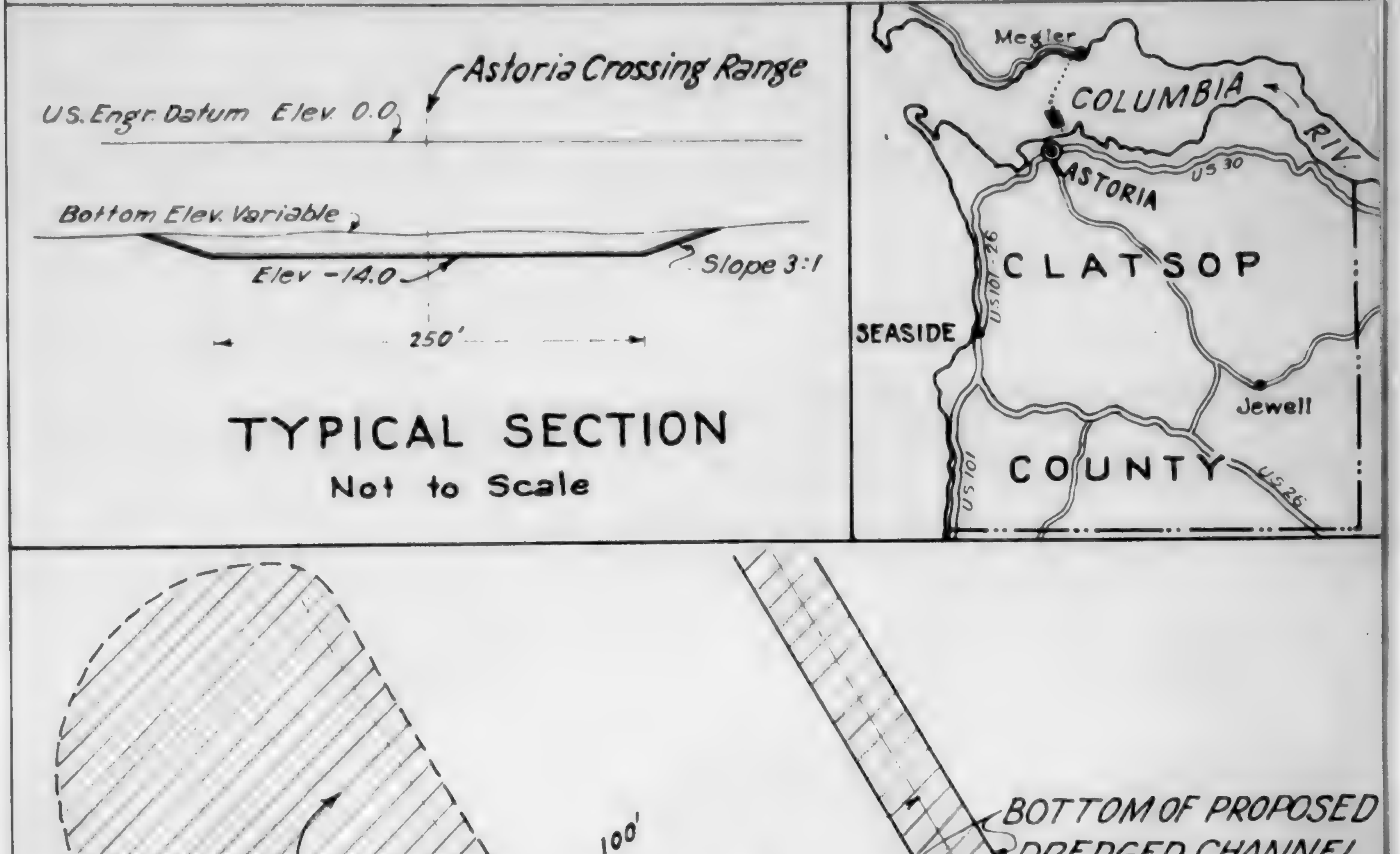
Clatsop Co.

Scale 1: 40,000 at Lat. 46°13'　Feb. 1958

Soundings in Feet at Mean Lower Low Water.
Data from O.S.H. Dept., also
U.S.C.&G.S. Chart 6151, and
Condition Survey June 11. 1956　CL-12-39

NPP800.6(Col.Riv.-Dredging)-83/1

SHEET 1 OF 2



NPP800.6(Col.Riv.-Dredging)-83/2

OREGON STATE HIGHWAY DEPT. DREDGING IN COLUMBIA RIV. AT ASTORIA SHEET 2 OF 2 (*a*) That the work sha[illegible]ject to the supervision and approval of th[illegible] Di[illegible]ct Engineer, Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(*b*) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, New York City.

(*c*) That there shall be no unreasonable interference with navigation by the work herein authorized.

(*d*) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(*e*) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(*f*) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(*g*) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(*h*) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(*i*) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(*j*) That if the structure or work herein authorized is not completed on or before the 31st day of December, 1960, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

By authority of the Secretary of the Army:

JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

By T. W. Ragsdale
T. W. RAGSDALE
Chief, Operations Division

ENG FORM 1 SEP 48 1721 (Civil) This form supersedes ED Form 96, dated 1 Apr 48, which may be used until exhausted.

U. S. GOVERNMENT PRINTING OFFICE 16—13168-4

RECEIVED
FEB 21 1958

FOR FILING

4-660P

5144

Salem, Oregon
February 20, 1958

Mr. Leonard I. Lindas
Chief Counsel
Office

For some time, the cross-river channel used by our Astoria-Megler ferries has been shoaling at the southerly end of the channel. Our ferries dragged bottom 132 times during periods of low water in the year 1957.

A request was made to the Corps of Engineers to dredge the shoaled portions of the channel. They answered by stating that their records indicated that this ferry channel was not a federal waterway, which precluded the expenditure of federal funds.

This cross-river channel has been used continuously by scheduled ferries since 1921, and for many years before that by a ferry service operated by the Union Pacific Railroad Company. Also, this channel has been the main cross-river route of all types of river craft for over eightyyears.

Our ferries average 4,500 trips per year.

According to the Corps of Engineers, the procedure to have this channel declared a federal waterway is as follows: The State Highway Commission should pass a resolution to request Senator Neuberger to have his Public Works Committee ask for a survey report on the project of having the Astoria-Megler cross-river channel on the Columbia River declared a federal waterway.

The Committee then requests an economic and feasibility survey from the Corps of Engineers.

If you need more information to compose a resolution, let me know.

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

RECEIVED
FEB 19 1958

FOR FILING

4-[illegible]

5144

February 18, 1958

The District Engineer
Corps of Engineers, U.S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

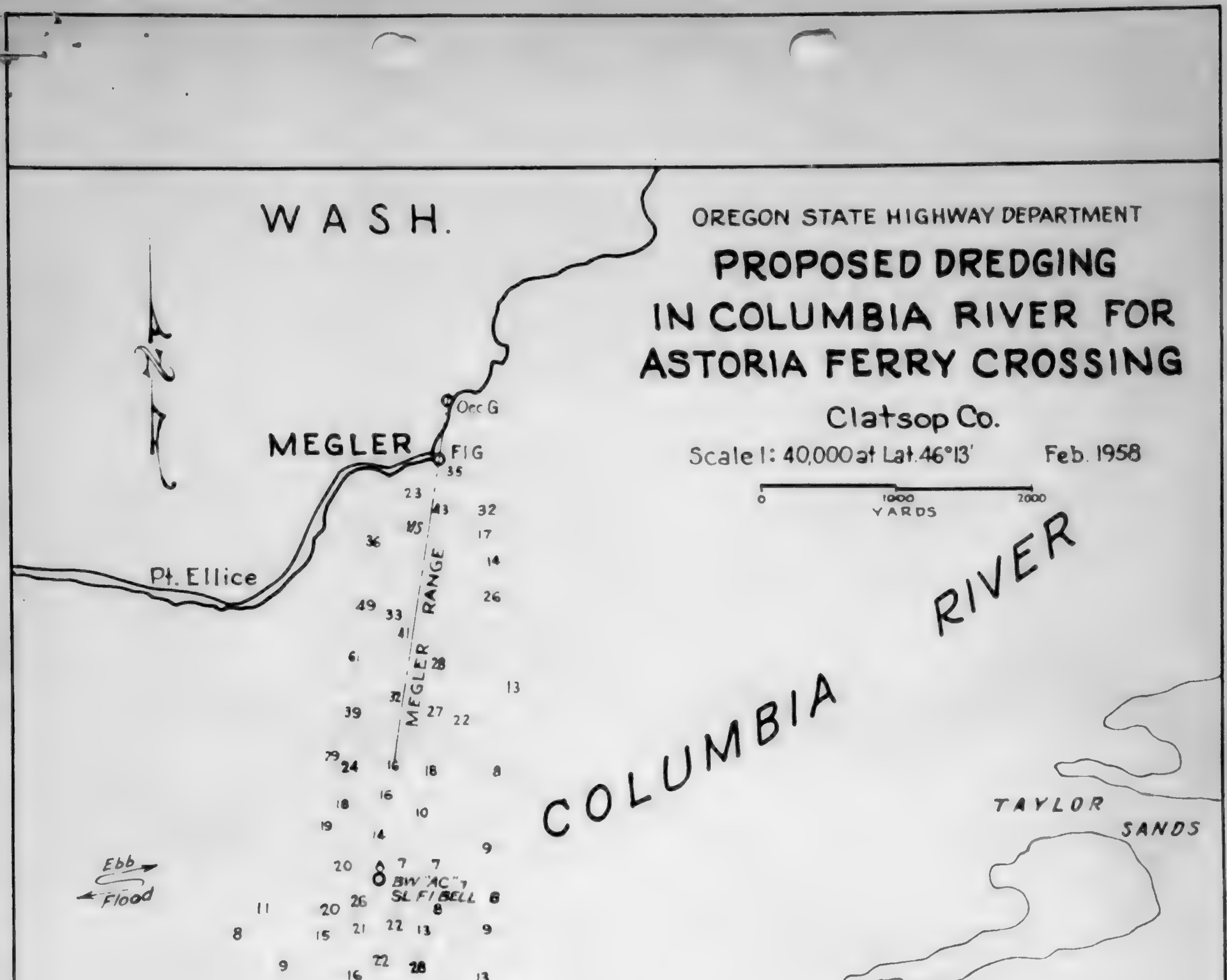
We request a permit for dredging a portion of the Astoria-Megler ferry channel in the Columbia River, as shown on the attached map. The depth to be made is 14 feet at mean lower low water, and we estimate about 150,000 cubic yards will be removed. We desire to deposit the material on the Desdemona sands approximately 1,500 feet westerly of the Astoria crossing range.

An early consideration of this permit application would be appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

PMS:er



OREGON STATE HIGHWAY DEPARTMENT

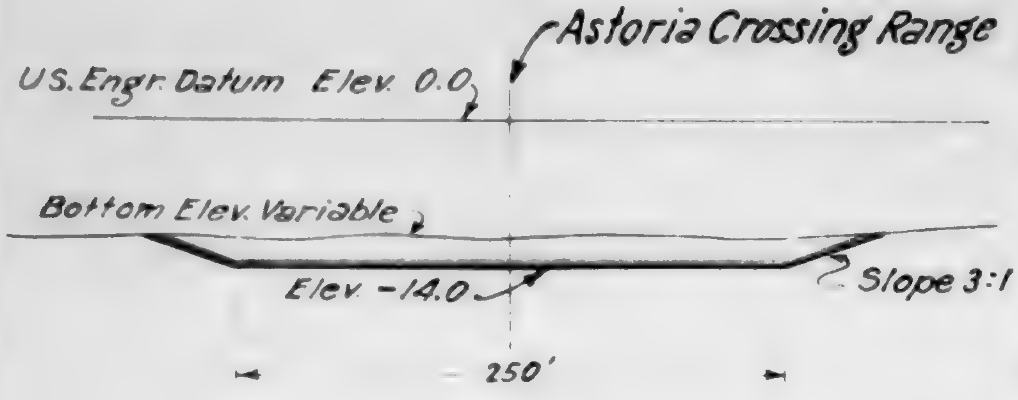
PROPOSED DREDGING IN COLUMBIA RIVER FOR ASTORIA FERRY CROSSING

Clatsop Co.

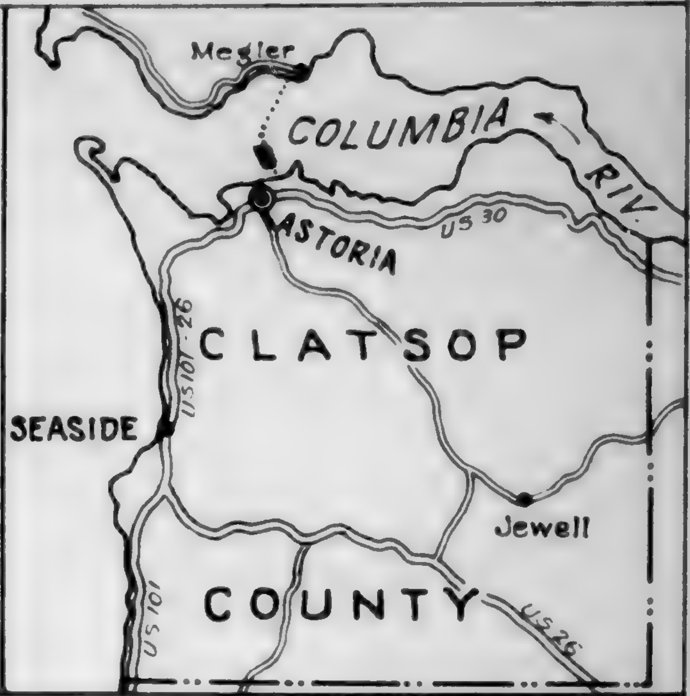
Scale 1: 40,000 at Lat. 46°13' Feb. 1958

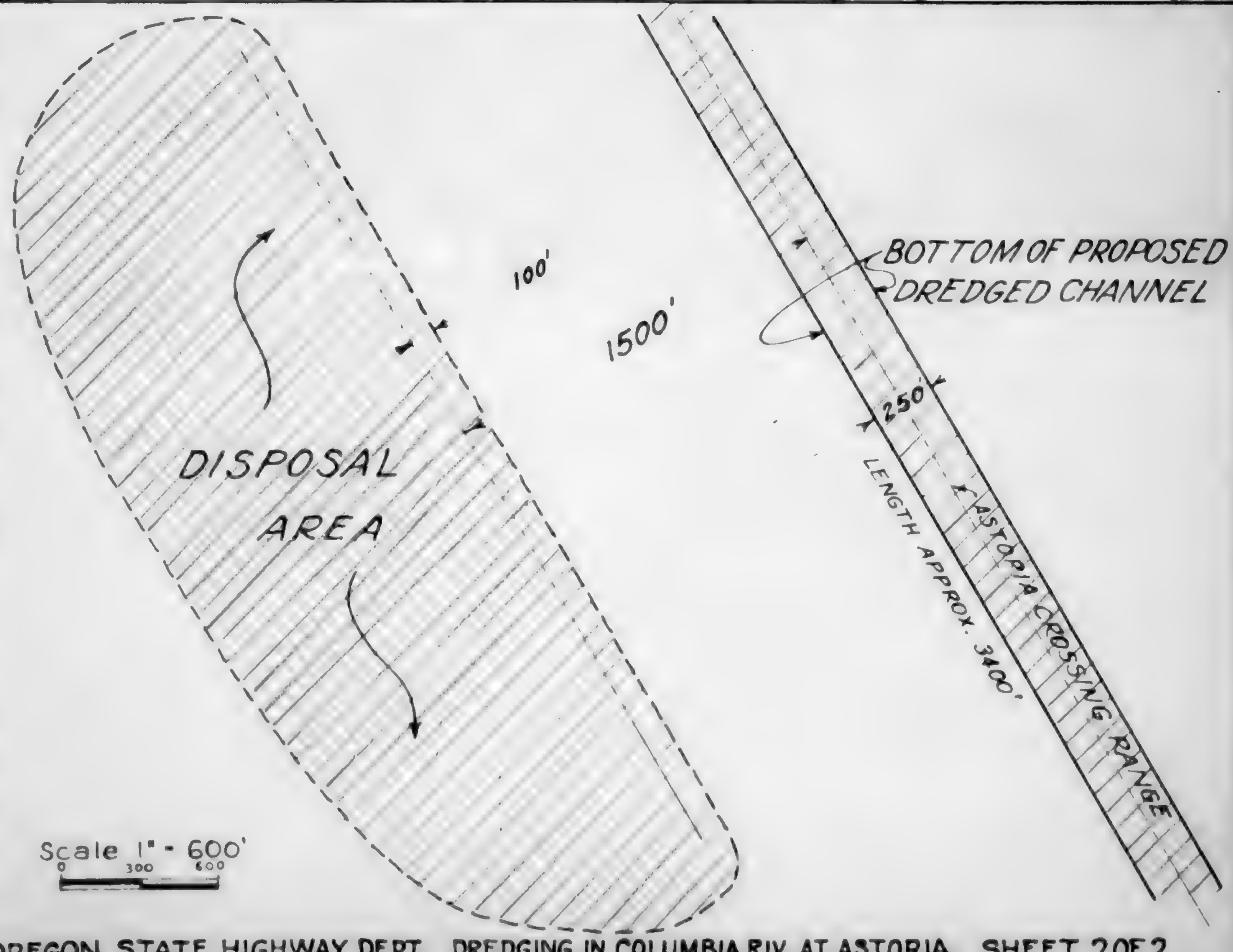
Soundings in Feet at Mean Lower Low Water.
Data from O.S.H. Dept., also
U.S.C.&G.S. Chart 6151, and
Condition Survey June 11, 1956 CL-12-39

SHEET 1 OF 2



TYPICAL SECTION
Not to Scale





OREGON STATE HIGHWAY DEPT. DREDGING IN COLUMBIA RIV. AT ASTORIA SHEET 2 OF 2

RECEIVED
MAR 26 1958
FOR FILING

4-6608

5144

ONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

OREGON STATE HIGHWAY COMMISSION
OFFICE OF ROBERT B. CHESSMAN
% ASTORIAN BUDGET
ASTORIA, OREGON

January 22, 1958

Mr. P.M. Stephenson
Assistant Highway Engineer
Highway Dept.
Salem, Oregon

Dear Mr. Stephenson:

A check with the tide tables indicates that we are not going to have any serious trouble with the Ferries grounding until the first week in April. If we can find the funds, however, we should attempt to let dredging bids at the earliest possible moment. I know that the Port of Astoria Dredge will be available for sometime. The only other Dredge in this vicinity capable of doing the job is operated by the Palmberg Construction Co. I believe. The Port of Astoria equipment covers a 250 ft swath and has sufficient floating pipe to pump material about a 1000 yards.

If you hear any encouraging word from the Army Engineer be sure to advise me. Meanwhile if ther is anything I can do to help you from this end please let me know.

Kindest personal regards.

Sincerely,

Bob

R.B. Chessman

RBC:eh

RECEIVED
JAN 23 1958
STATE HIGHWAY COMMISSION

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
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Highway Dept.
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Bob

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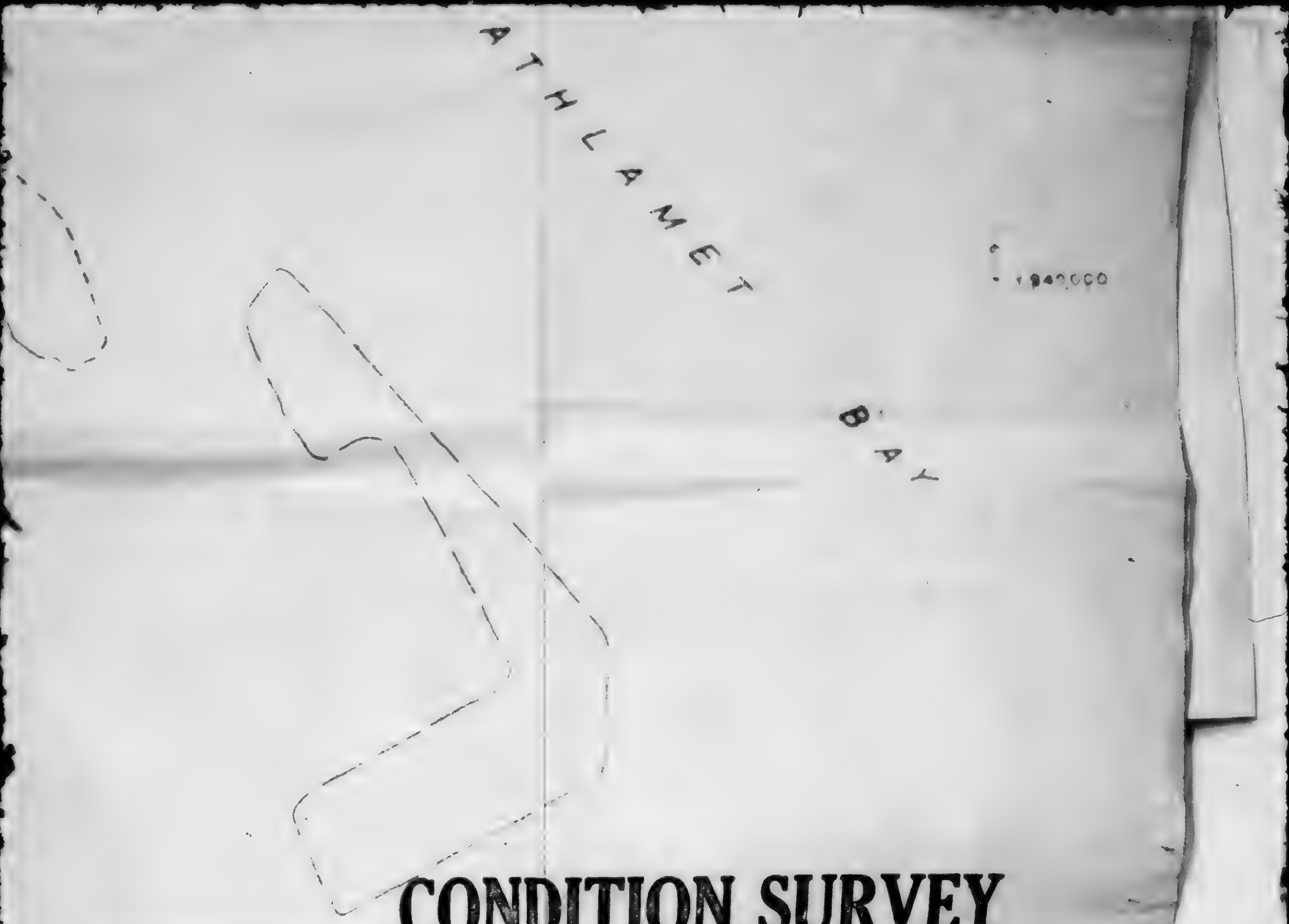
RBC:eh

RECEIVED
JAN 23 1958
STATE [illegible]



CONDITION SURVEY

REVISION	DATE	DESCRIPTION	BY

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER, PORTLAND, OREGON

SURVEYED: W. V.
DRAWN: R.E.K.
CHECKED: H.D.B.
REVIEWED:
CHIEF, SAFETY BRANCH

COLUMBIA & LOWER WILLAMETTE RIVERS
BELOW VANCOUVER, WASH. & PORTLAND, OREG.

COLUMBIA RIVER
ASTORIA FERRY CROSSING
AUGUST 14, 1957

SUPERVISED:
CHIEF, HYDROGRAPHIC SURVEY SECTION
SUBMITTED:
CHIEF, OPERATIONS & MAINTENANCE BRANCH
RECOMMENDED:
CHIEF, OPERATIONS DIVISION

APPROVED: DATE
COLONEL, C. E. DISTRICT ENGINEER
SCALE AS SHOWN
SPEC. NO.

CL-12-40

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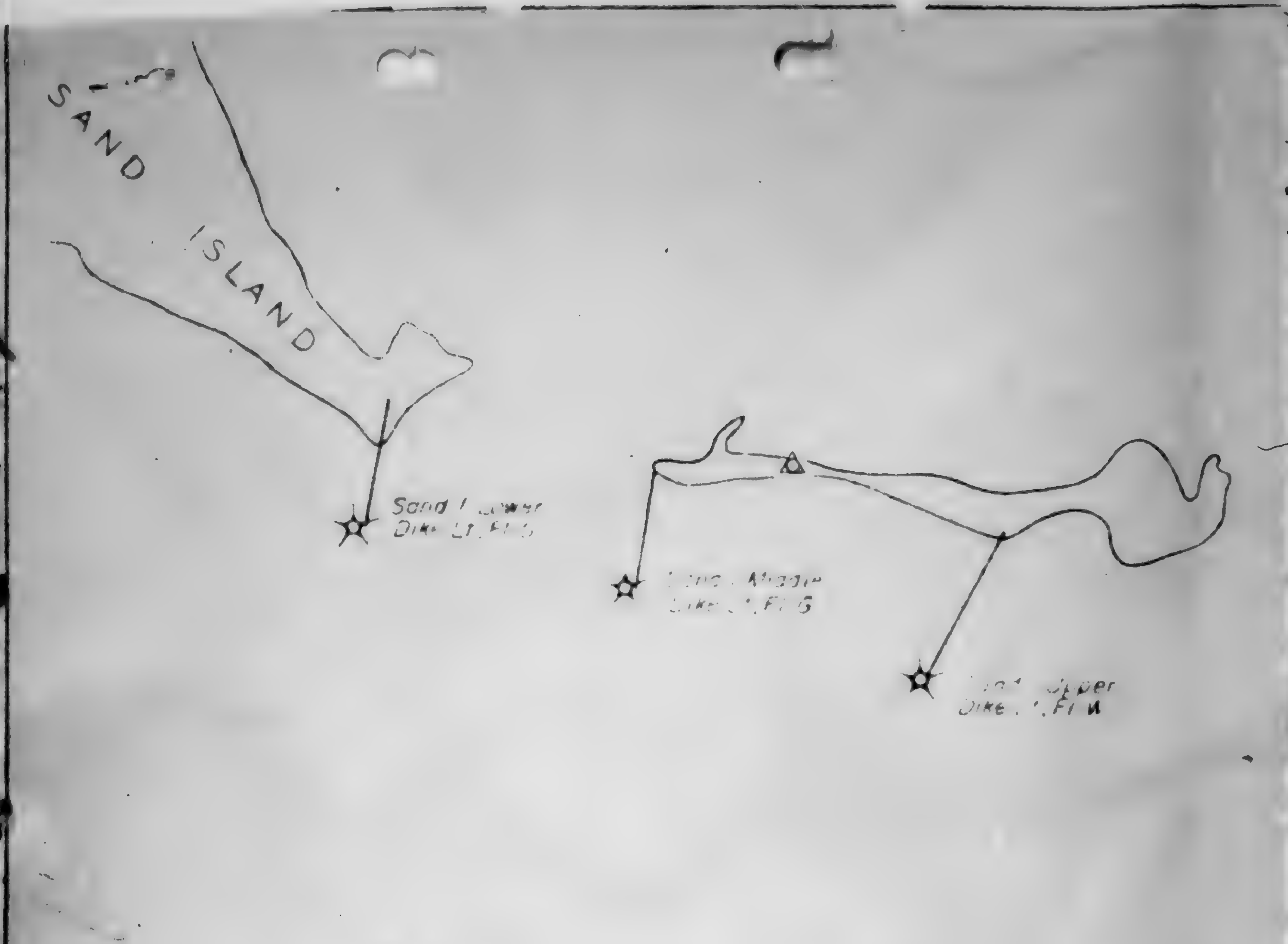
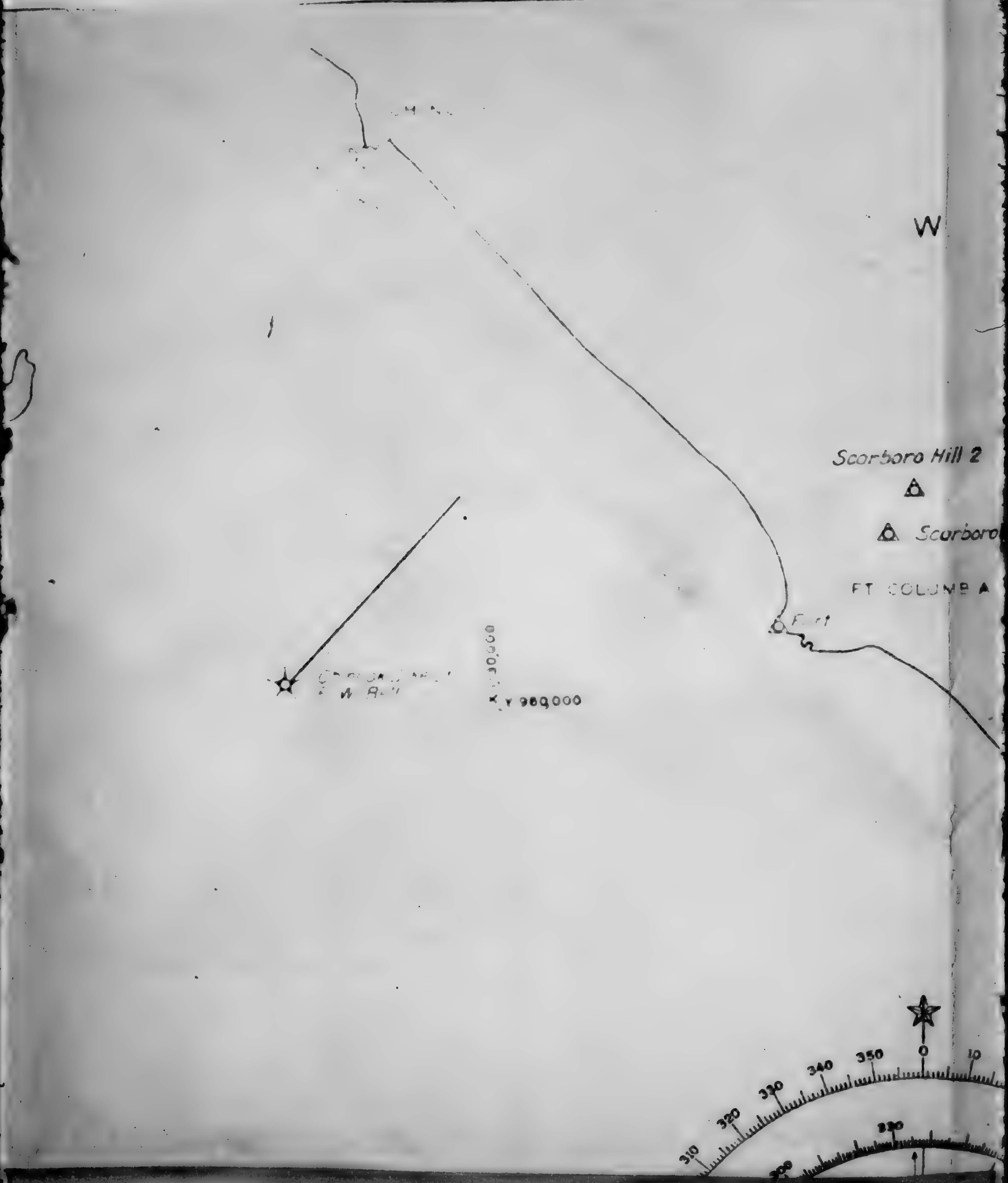
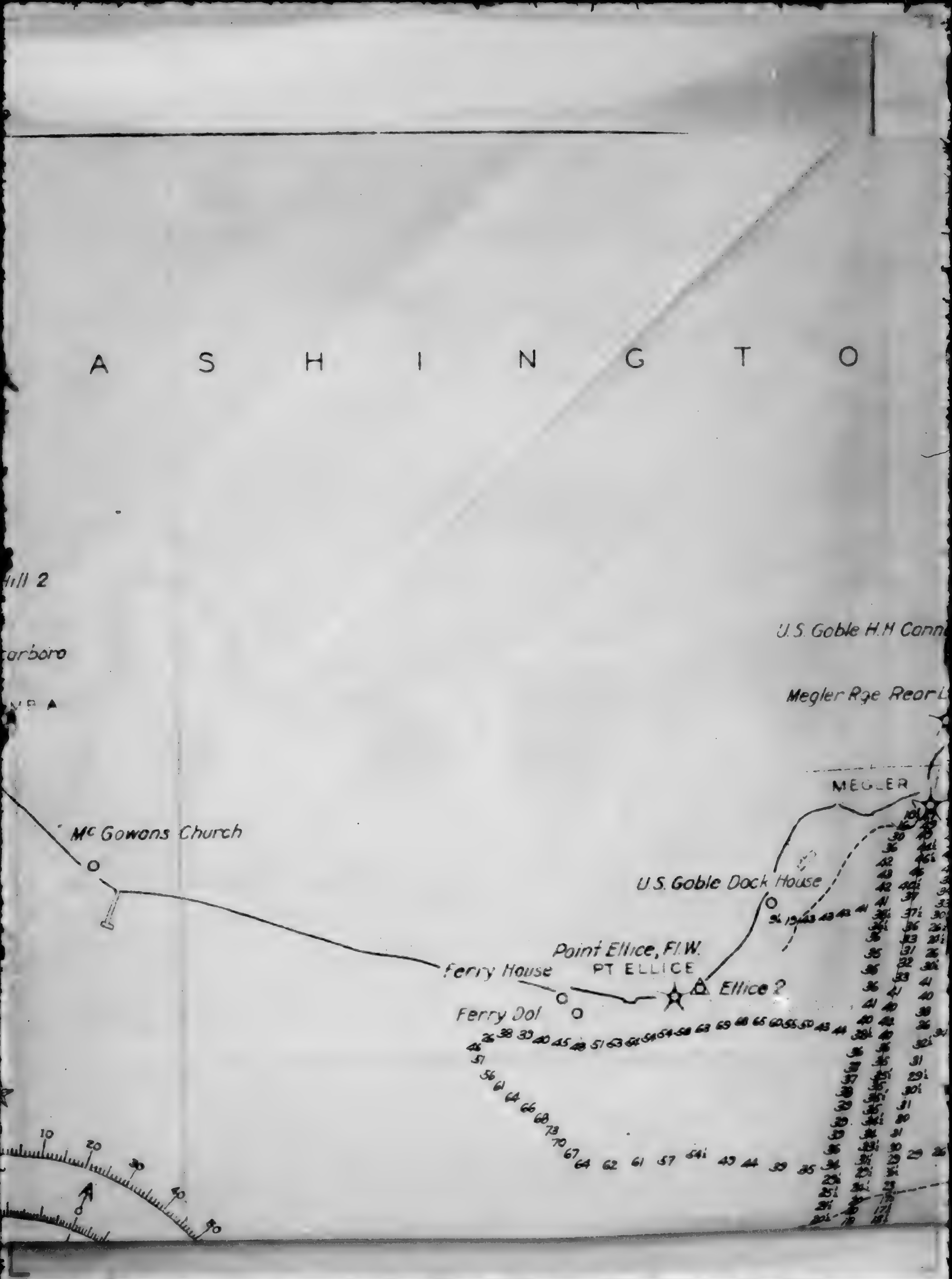
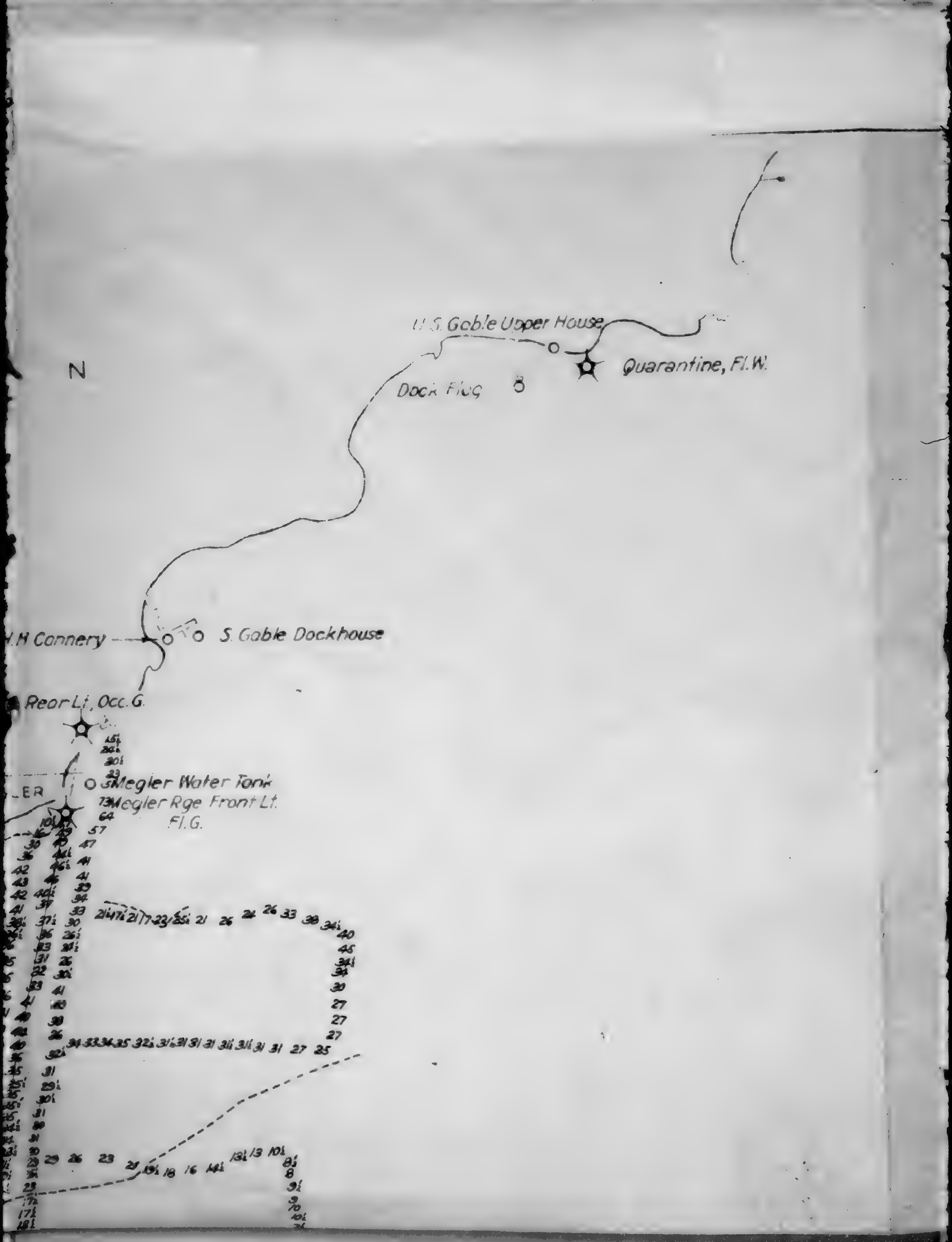
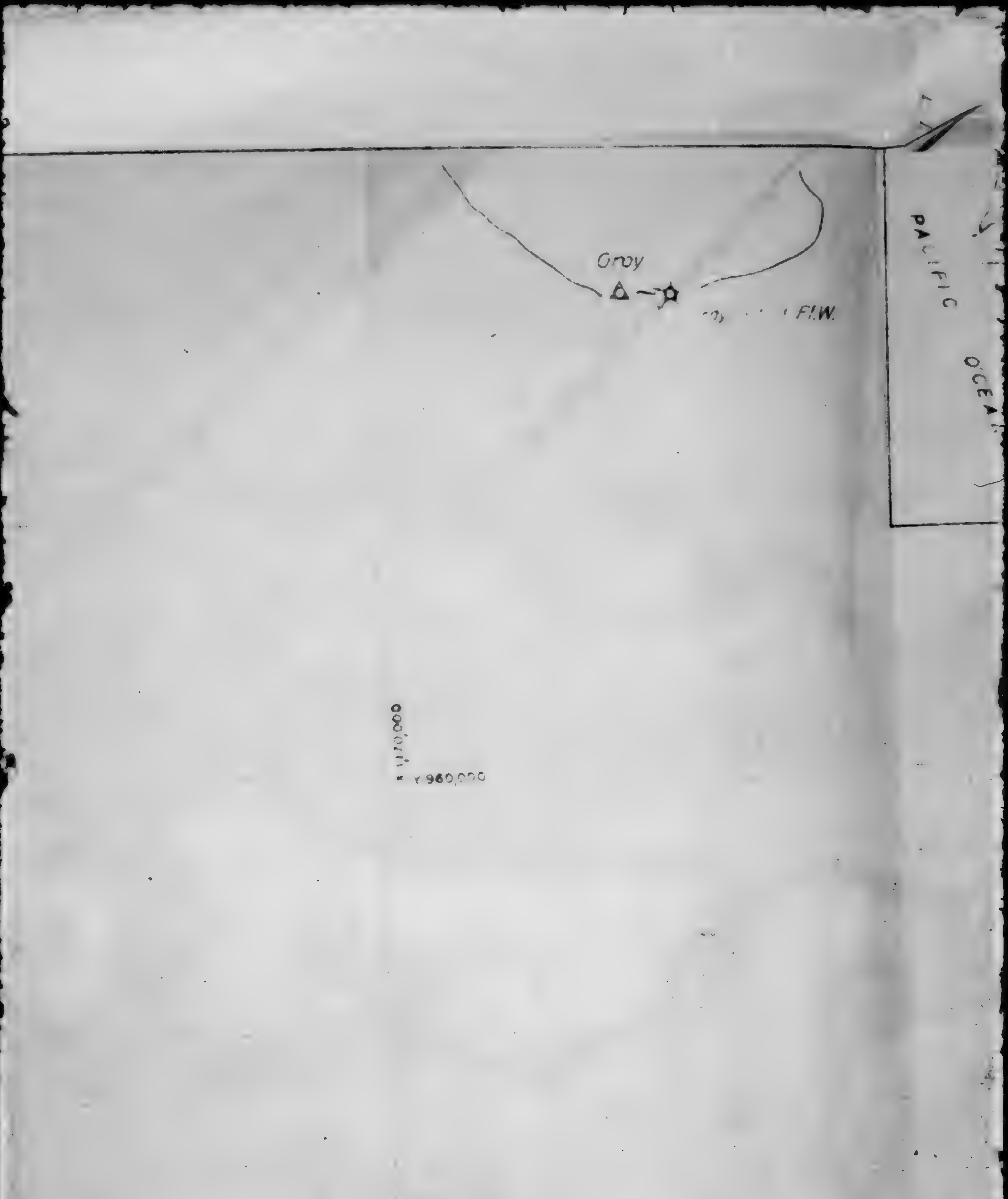
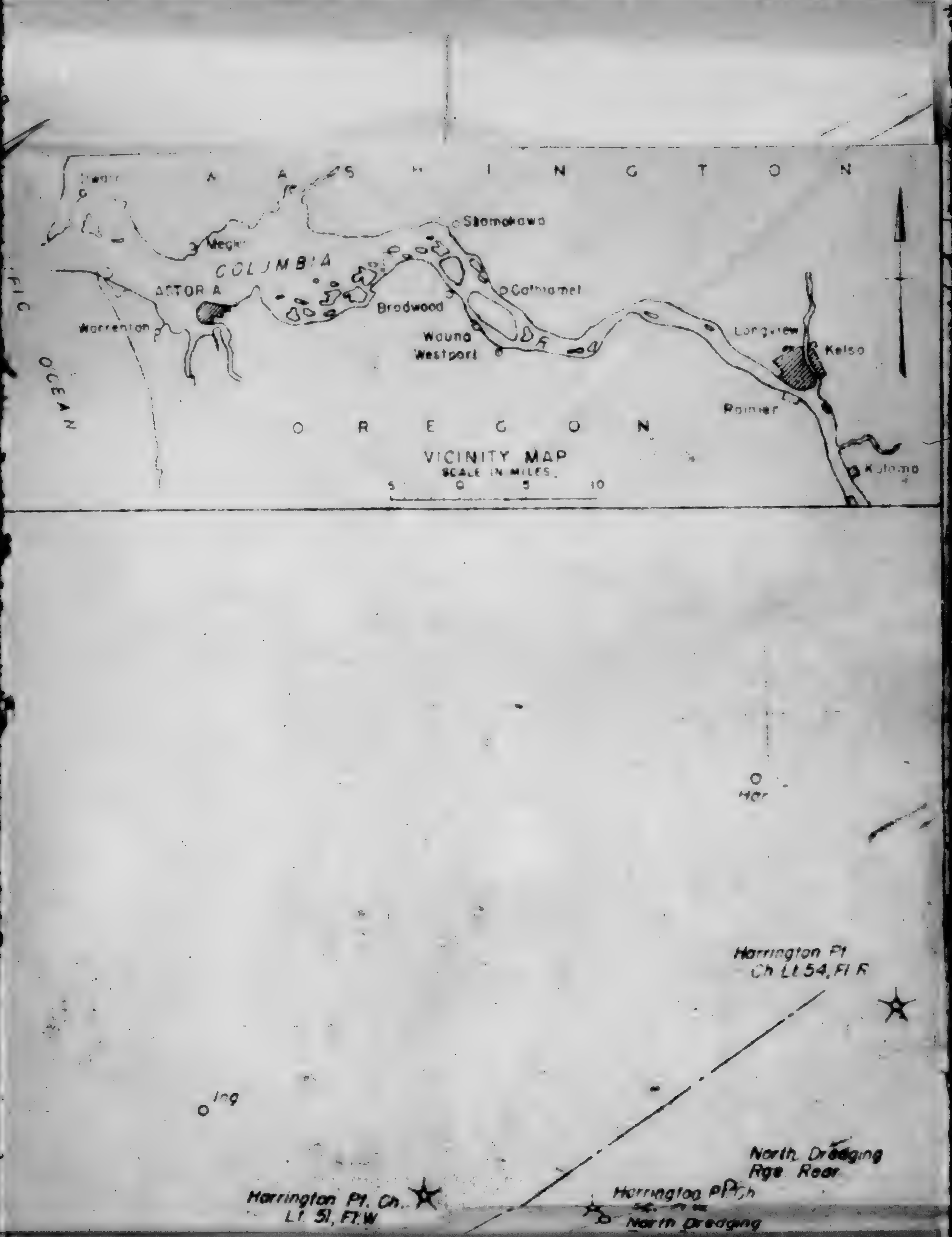

SAND ISLAND
Sand I. Lower
Dike Lt. Fl G
Sand I. Middle
Dike Lt. Fl G
Sand I. Upper
Dike Lt. Fl W
CLA

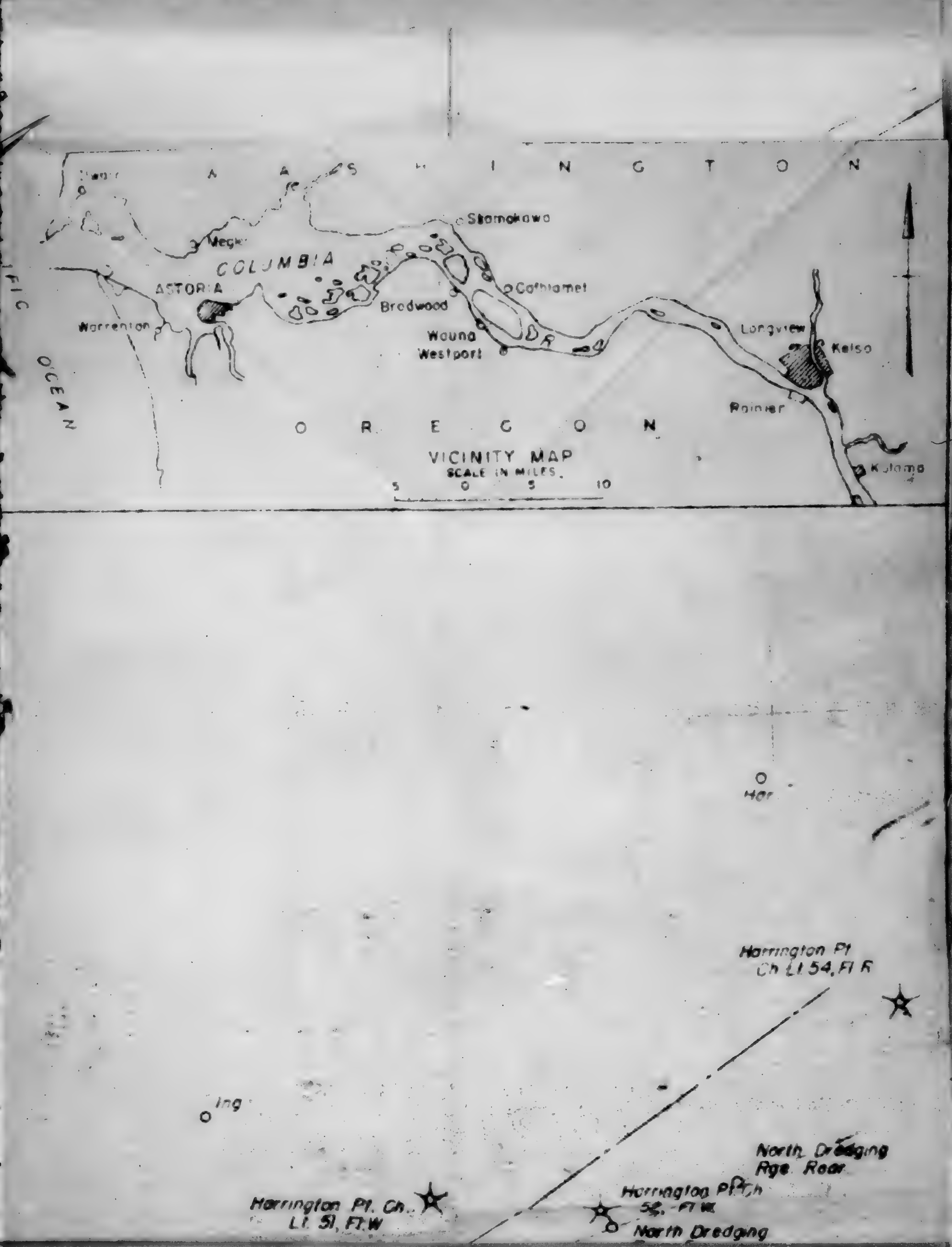

W
Scarboro Hill 2
Scarboro
FT COLUMBIA
Fort
10,000
Y 960,000
310
320
330
340
350
0
10
300
330

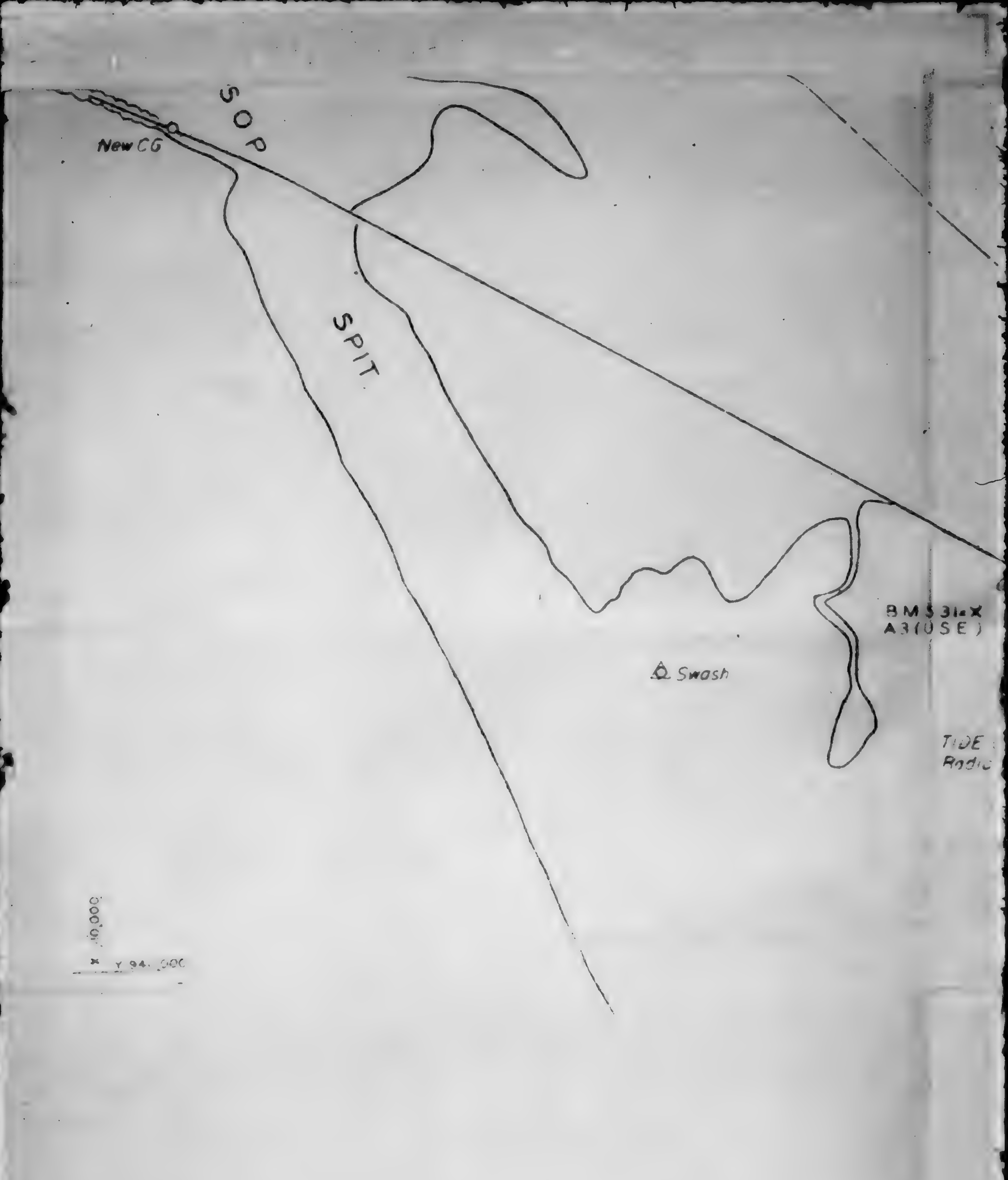

A S H I N G T O
Hill 2
carboro
U.S. Goble H.H Conn
Megler Rge Rear L
MEGLER
Mc Gowans Church
U.S. Goble Dock House
Point Ellice, Fl.W.
PT ELLICE
Ferry House
Ellice 2
Ferry Dol
10
20
30
40
50

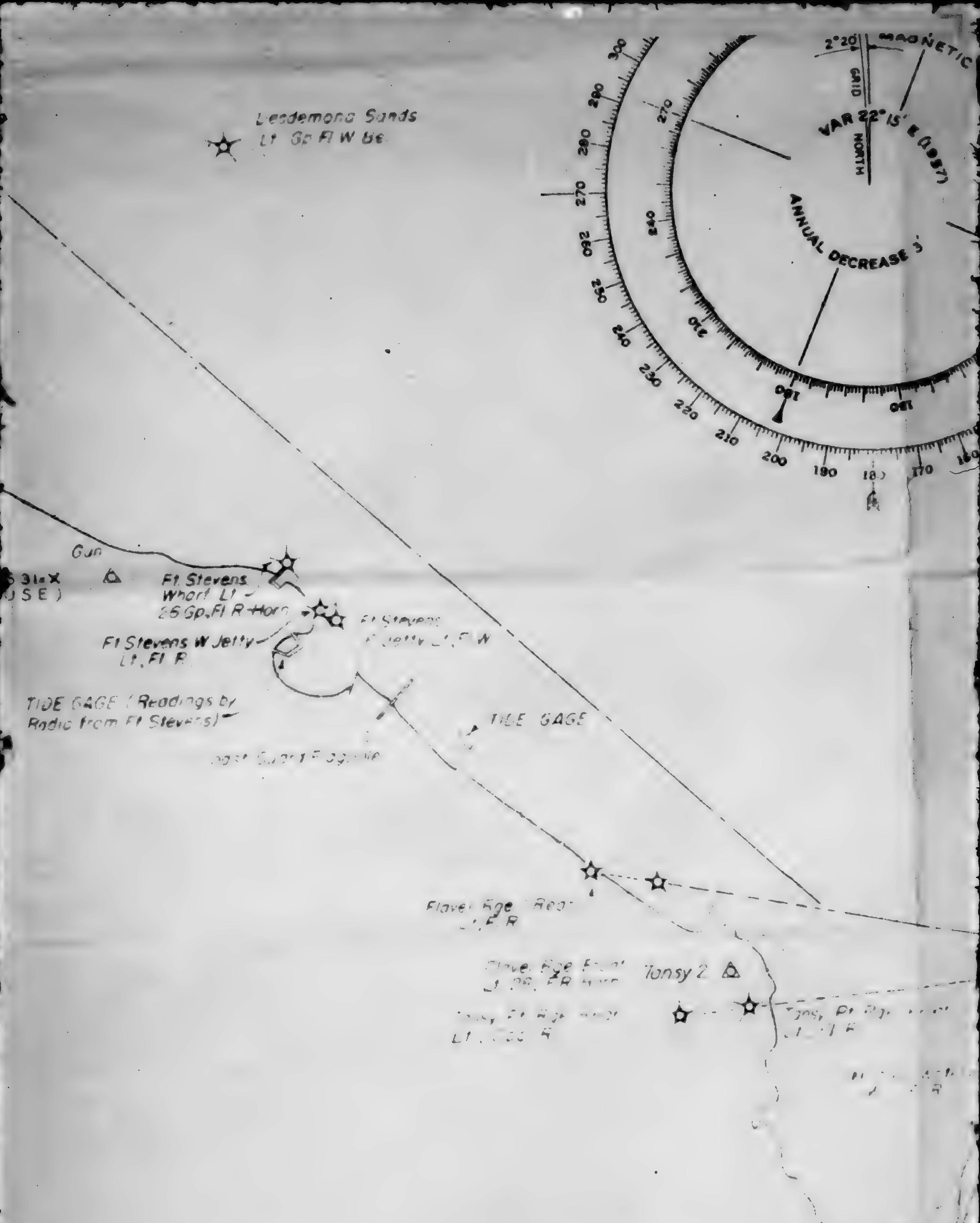

U.S. Gable Upper House
Quarantine, Fl.W.
N
Dock Flag
H.H Cannery
S. Gable Dockhouse
Rear Lt., Occ. G.
Megler Water Tank
Megler Rge Front Lt.
Fl. G.
LER


Gray
F.I.W.
PACIFIC
OCEAN
x 170,000
Y 960,000

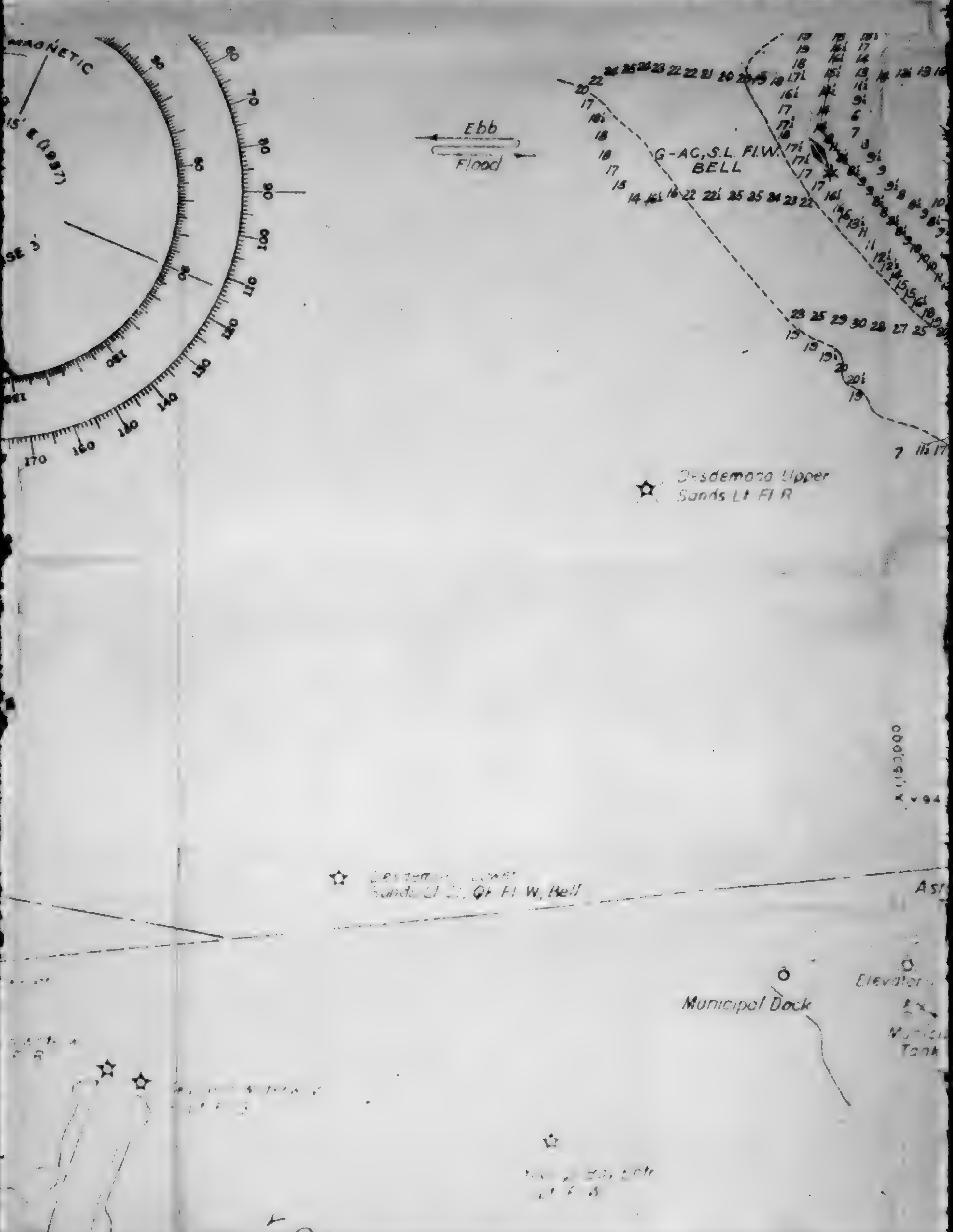

WASHINGTON
Ilwaco
Megler
COLUMBIA R
ASTORIA
Warrenton
FIC
OCEAN
Skamokawa
Cathlamet
Brodwood
Wauna
Westport
Longview
Kelso
Rainier
Kalama
OREGON
VICINITY MAP
SCALE IN MILES
5 0 5 10
Har
Ing
Harrington Pt
Ch Lt 54, Fl R
North Dredging
Rge. Rear
Harrington Pt. Ch.
Lt. 51, Fl W
Harrington Pt Ch
North Dredging

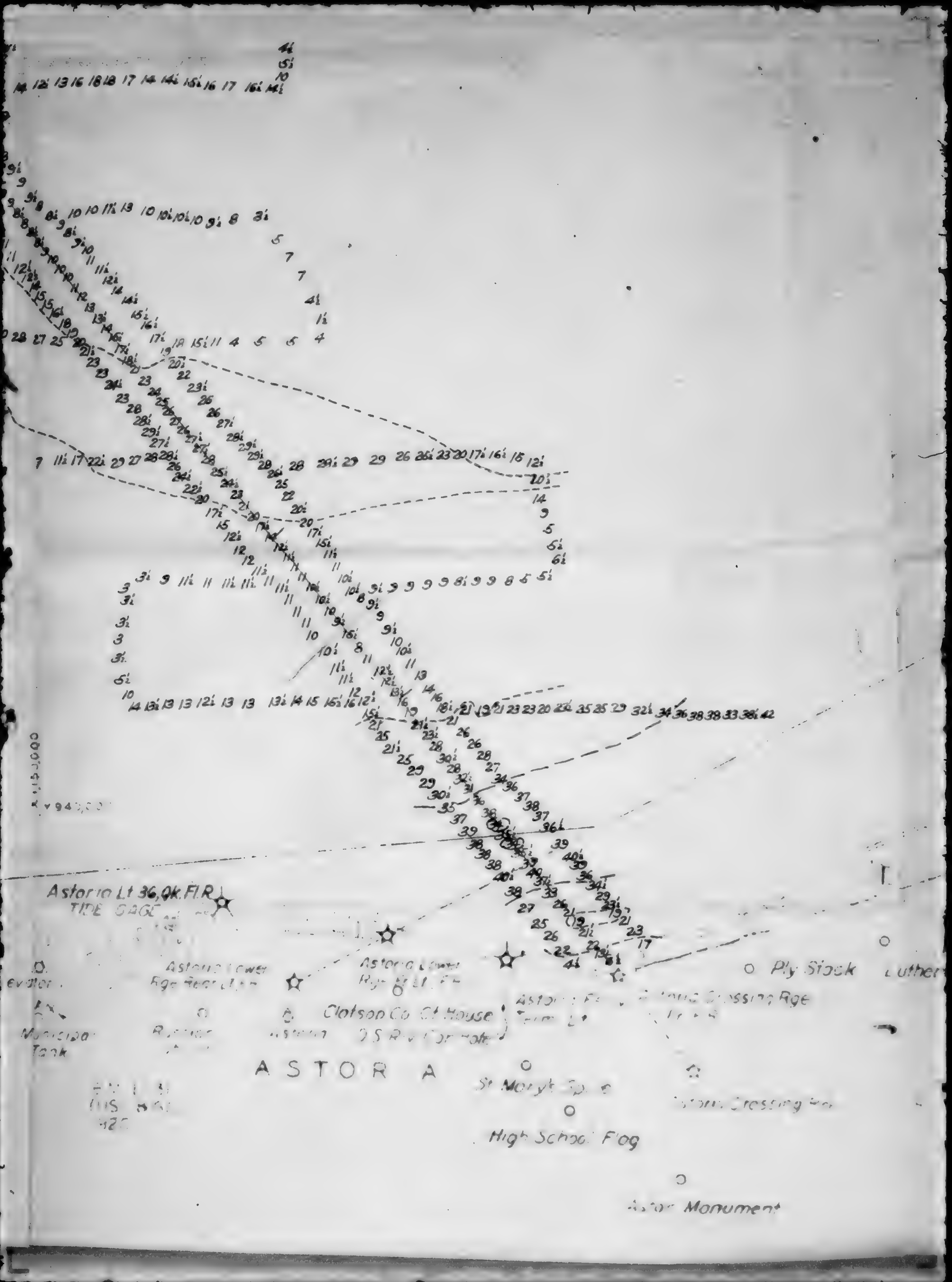
WASHINGTON
Ilwaco
Megler
COLUMBIA R
Skamokawa
ASTORIA
Warrenton
Brodwood
Cathlamet
Wauna
Westport
Longview
Kelso
Rainier
Kalama
IFIC
OCEAN
OREGON
VICINITY MAP
SCALE IN MILES
5 0 5 10
Har
Ing
Harrington Pt
Ch Lt 54, Fl R
North Dredging
Rge. Rear
Harrington Pt. Ch.
Lt. 51, Fl. W
Harrington Pt. Ch
52, Fl W
North Dredging


SOP
New CG
SPIT
BM S 31-X
A3 (USE)
Swash
TIDE
Radic
10,000
Y 94,000



2°20'
MAGNETIC
GRID
NORTH
VAR 22° 15' E (1957)
ANNUAL DECREASE 3'
300
290
280
270
260
250
240
230
220
210
200
190
180
170
160
Desdemona Sands
Lt Gp Fl W Be
Gun
S 31 X
USE)
Ft. Stevens
Wharf Lt
26 Gp. Fl R Horn
Ft Stevens
Jetty Lt. Fl W
Ft Stevens W Jetty
Lt, Fl R
TIDE GAGE (Readings by Radio from Ft Stevens)
TIDE GAGE
Coast Guard Flagpole
Flavel Rge Rear
Lt. F. R
Flavel Rge Front
Lt 26, F R Horn
Tansy 2
Tansy Pt Rge Rear
Lt. F R
Tansy Pt Rge Front
Lt F R


MAGNETIC
15' E (1957)
SE 3'
70
80
90
100
110
120
130
140
150
160
170
Ebb
Flood
G-AC, S.L. Fl.W.
BELL
Desdemona Upper
Sands Lt Fl R
Sands Lt St, Qk Fl W, Bell
Municipal Dock
Elevator
Tank
Ast
1:150,000

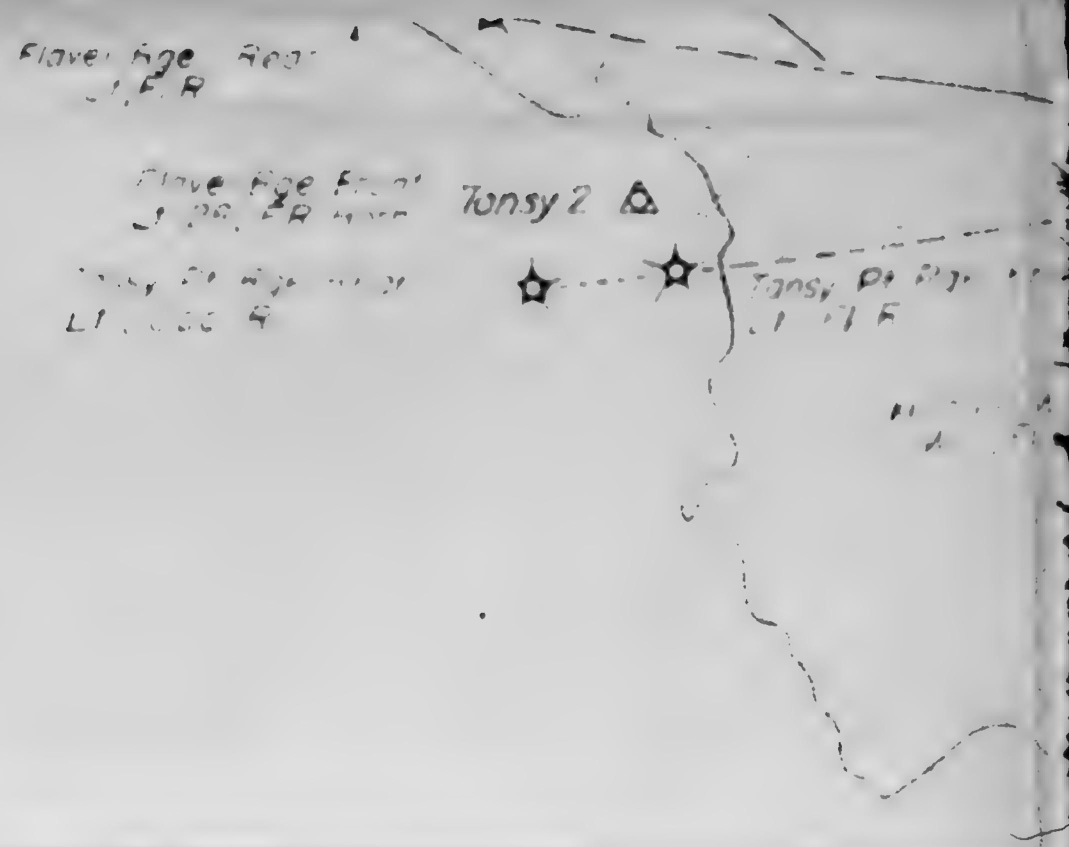

Astoria Lt 36,0k.Fl.R
TIDE GAGE
Astoria Lower Rge Rear Lt
Astoria Lower Rge Fr Lt
Clatsop Co. Ct House
Astoria Crossing Rge
Ply Stack
Municipal Tank
ASTORIA
St Mary's Spire
Astoria Crossing Rge
High School Flag
Astor Monument

Ton
To
Tongue 3
Look
GAGE
Stock
RMZ
Lutheran Church

CONDITION SURVEY

NOTES

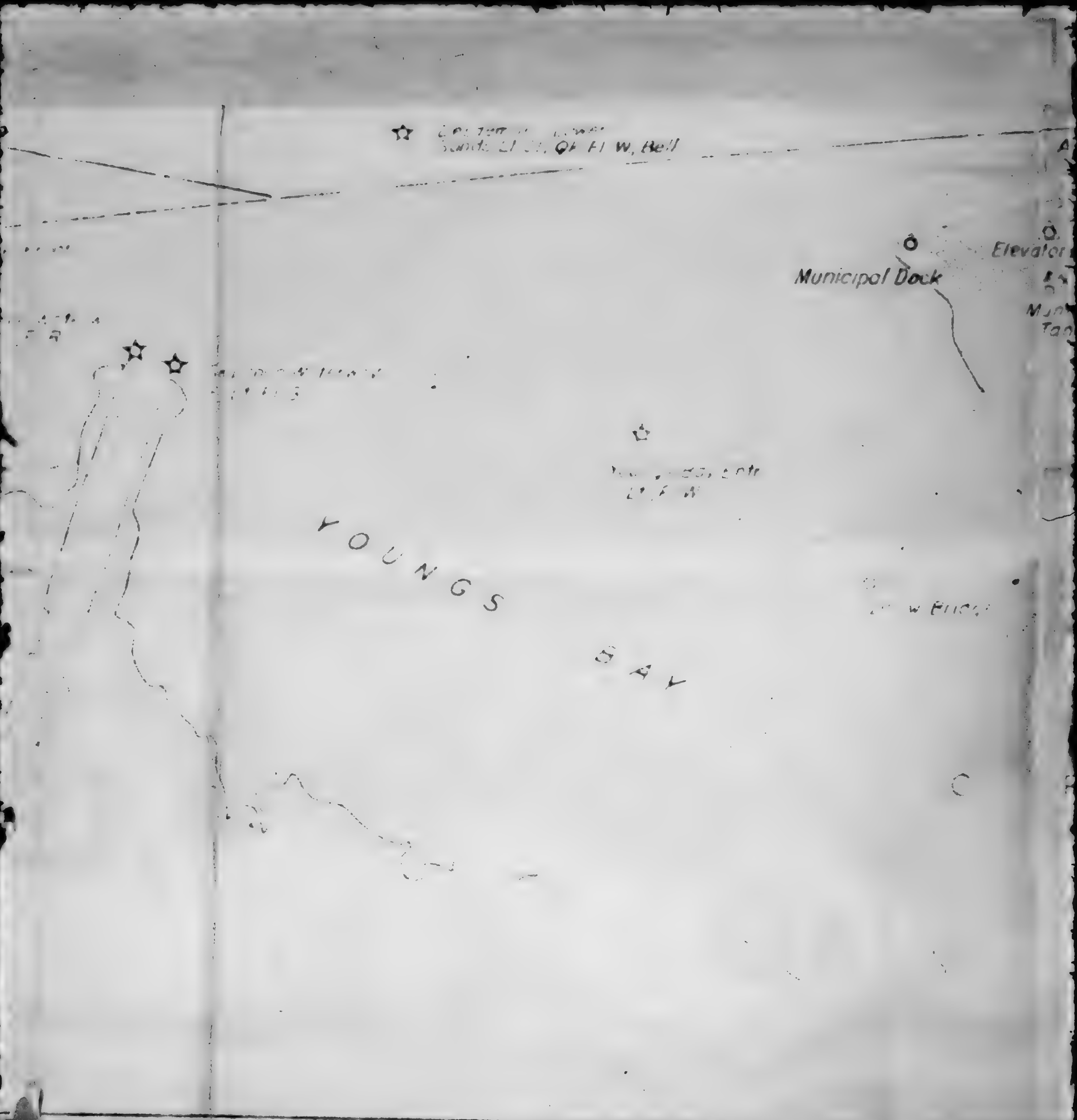
Soundings are shown in feet and indicate de
Navigation aids are shown as located at date
X-Y coordinates are Oregon State Coordin
The bank line has no fixed elevation, but
shown thus: ∼
The 20 foot depth curve is shown thus: - - -
The 35 foot depth curve is shown thus: - - -
Reference: U.S.C &G.S. Chart № 6151.

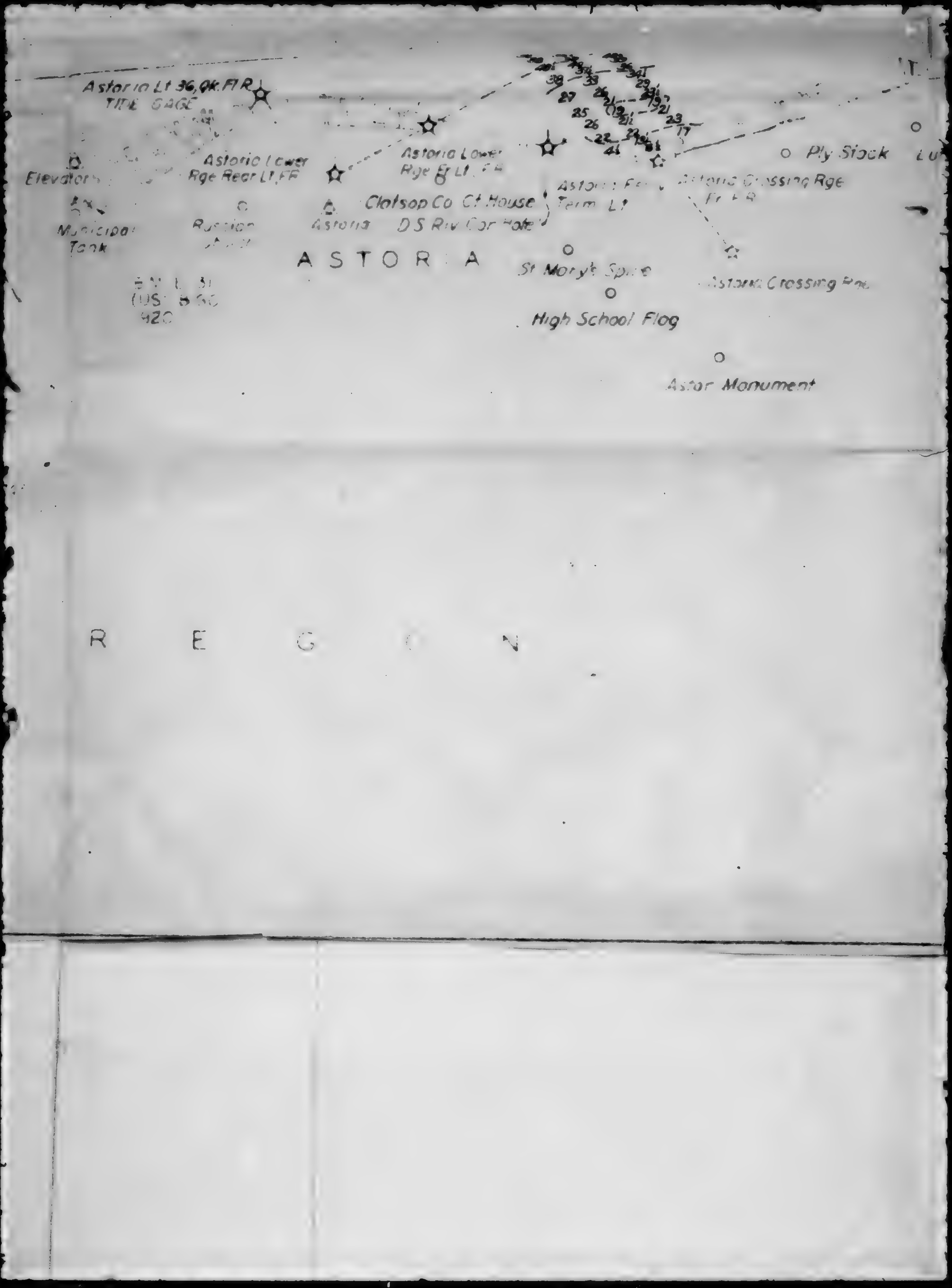


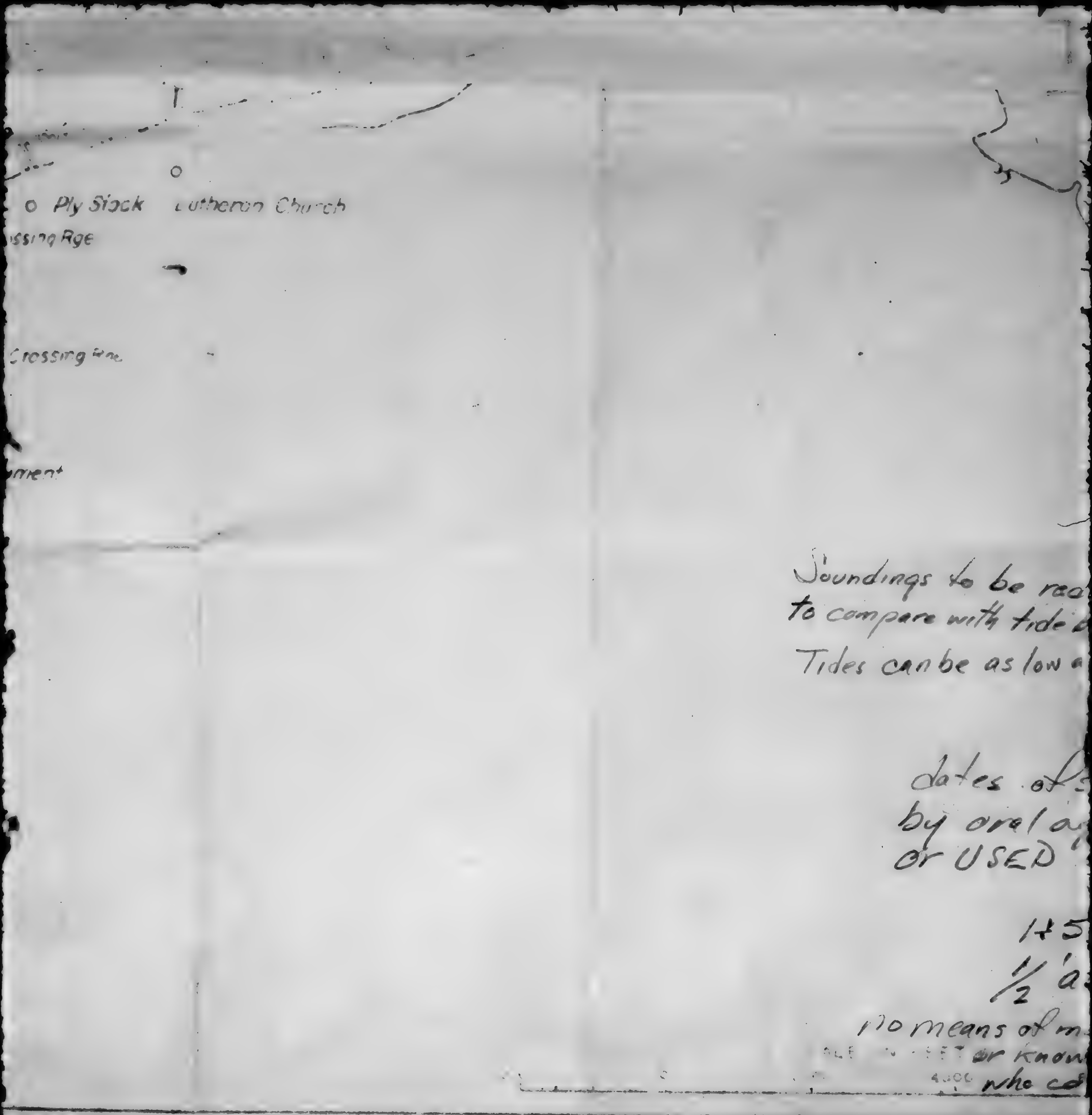
NOTES

d indicate depths below Mean Lower Low Water.
xcated at date of survey.
tate Coordinates (North Zone).
vation, but is for aid to navigation and is

own thus:
own thus:
Nº 6151.


Qk Fl W, Bell
Municipal Dock
Elevator
YOUNGS BAY


Astoria Lt 36, Qk Fl R
TIDE GAGE
Elevators
Astoria Lower Rge Rear Lt, FF
Astoria Lower Rge Fr Lt, FR
Municipal Tank
Russian
Astoria
Clatsop Co Ct House
D S Riv Cor Pole
Astoria Ferry Term Lt
Astoria Crossing Rge Fr Lt R
Ply Stack
ASTORIA
St Mary's Spire
Astoria Crossing Rge
High School Flag
Astor Monument
OREGON



Soundings to be rea
to compare with tide
Tides can be as low a

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1+5
½ a
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CONDITION SURVEY

be reduced by 1.2'
tide books.
as low as -1.9

s of survey
al agreement
SEL convenience

1:5000
½ accuracy.
s of making survey
knowledge of these
he cdin.
5000

REVISION	DATE	DESCRIPTION

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER, PORTLAND, OREG

SURVEYED: W. V.
DRAWN: R.E.K.
CHECKED: H.D.B.
REVIEWED:
CHIEF, SAFETY BRANCH

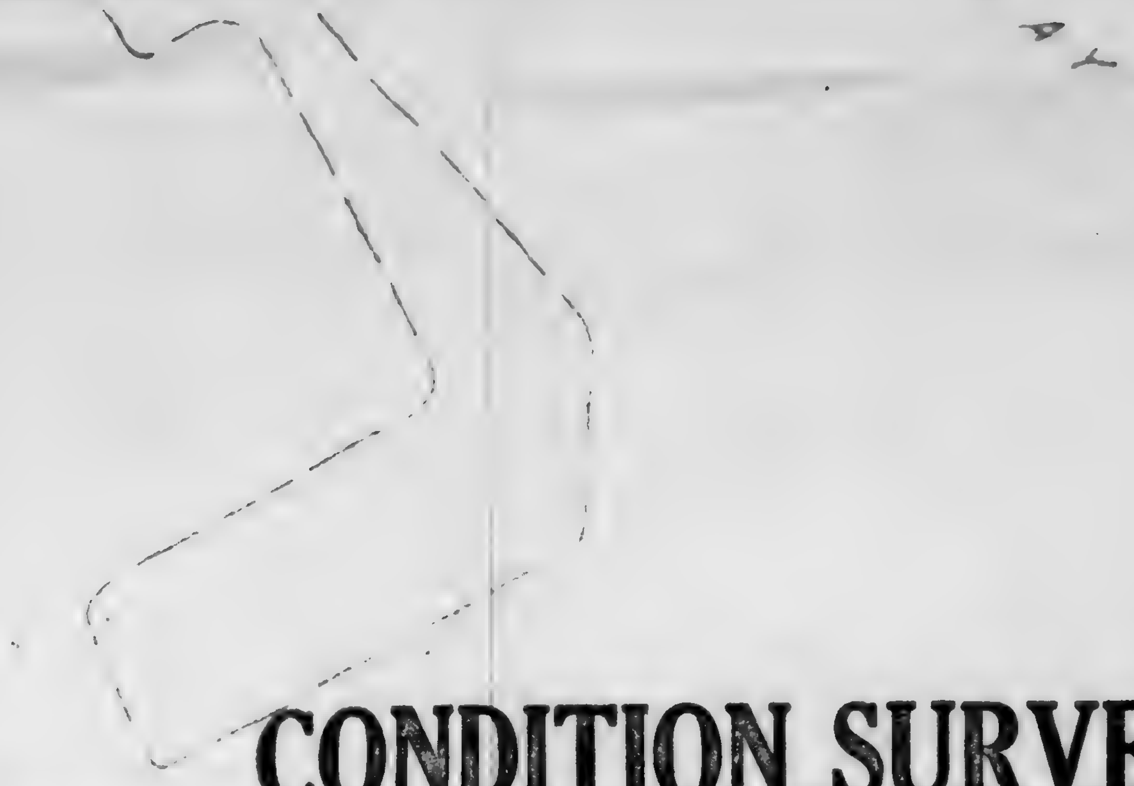
COLUMBIA & LOWER WILLAMETTE R
BELOW VANCOUVER, WASH. & PORTLAN

COLUMBIA RIVE
ASTORIA FERRY CROSS
AUGUST 14, 1957

SUPERVISED:
CHIEF, HYDROGRAPHIC SURVEY SECTION
SUBMITTED:
CHIEF, OPERATIONS & MAINTENANCE BRANCH
RECOMMENDED:
CHIEF, OPERATIONS DIVISION

APPROVED:
COLONEL, C. E. DISTRICT ENGINEER
SCALE AS SHOWN | SPEC

CL



CONDITION SURVEY

REVISION	DATE	DESCRIPTION	BY

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER, PORTLAND, OREGON

SURVEYED: W. V.
DRAWN: R.E.K.
CHECKED: H.D.B.
REVIEWED:
CHIEF, SAFETY BRANCH

COLUMBIA & LOWER WILLAMETTE RIVERS
BELOW VANCOUVER, WASH. & PORTLAND, OREG.

COLUMBIA RIVER
ASTORIA FERRY CROSSING

AUGUST 14, 1957

SUPERVISED:
CHIEF, HYDROGRAPHIC SURVEY SECTION
SUBMITTED:
CHIEF, OPERATIONS & MAINTENANCE BRANCH
RECOMMENDED:
CHIEF, OPERATIONS DIVISION

APPROVED: DATE
COLONEL, C. E. DISTRICT ENGINEER
SCALE AS SHOWN | SPEC. NO.

CL-12-40

N.O.a

RECEIVED
JAN 7 - 1958
FOR FILING

January 6, 1958

Mr. Robert B. Chessman, Member
Oregon State Highway Commission
c/o Astorian Budget
Astoria, Oregon

Dear Mr. Chessman:

Please refer to your copy of my letter of December 10 to the attention of the District Engineer, Portland District U. S. Corps of Engineers, relative to the shoaling of the channel utilized by the Astoria-Megler Ferry and other local shipping interests.

The above letter was an appeal to the Army Engineers to do a minimum amount of dredging in the above channel to eliminate the grounding of our ferryboats during low tides which occur during the summer season when traffic volumes are at their maximum. Attached is a duplicate copy of Colonel Graham's reply in which you will note that the Corps of Engineers has no authority to expend federal funds for the maintenance of nonfederal waterways or channels.

May I suggest that you, in your capacity as a local businessman and Commissioner, together with the local Chamber of Commerce, Astoria City Council, Clatsop County Court, and the Port Commission, jointly and collectively, direct an appeal to Colonel Jackson Graham, District Engineer, in the form of a petition to have the existing channel, which is utilized by the Astoria-Megler Ferry vessels and other local shipping interests and is recognized and marked by the U. S. Coast Guard, declared a federal waterway. It would then be eligible for maintenance and the necessary dredging. We estimate that this would cost not less than $30,000.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Chas. H. Reynolds
Mr. M. K. McIver
Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. I. A. DeFrance

WWS:fn:gm

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPGW-4

December 19, 1957

REFERRED TO
Stiffler
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
State Highway Department
State of Oregon
Salem, Oregon

Dear Mr. Williams:

Reference is made to your letter of December 10, 1957, concerning the Astoria-Megler ferry channel.

Insofar as our records indicate, no action has been taken by local interests towards establishing the ferry channel as a Federal waterway. The Corps of Engineers has no authority to expend funds for maintenance of non-Federal waterways or channels.

Since the shoaling referred to in your letter has gradually occurred during the year, the situation cannot be considered as an emergency.

I regret that under present conditions the Corps cannot assist in the necessary maintenance of the channel.

I will be pleased to furnish any further information you may desire.

Very truly yours,

JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER

RECEIVED
DEC 11 1957
FOR FILING

December 10, 1957

The District Engineer
Portland, Oregon, District
Corps of Engineers, U. S. Army
628 Pittock Block
Portland 5, Oregon

Attention: Col. Jackson Graham, Chief

Dear Sir:

We are having continuing difficulty in the operation of the Astoria-Megler ferries during minus tides due to shoaling of the ferry channel. Apparently, this condition is getting worse each year, and our records show that during the past year our vessels dragged bottom over a hundred times and in two cases a vessel was stranded for 40-50 minutes.

This channel has been utilized by the Astoria-Megler ferries since the State Highway Commission took over its operation in 1946 and was utilized by the former owner and operator for approximately 25 years previously. This channel is used by other craft plying between Astoria, Knappton, Megler, and Chinook and by smaller vessels between Astoria and Ilwaco, so that it would appear that some official status should have been attained for the channel. It appears that this channel has been drifting slowly downstream, and the Coast Guard aids to navigation were adjusted for this movement a few years ago. The present difficulty arises at the narrow neck of sand that parallels, on the north, the main ship channel opposite the Astoria ferry landing. This neck has built up with hard sand and no doubt will require some dredging to remove.

During the last eleven years of state operation of the ferry service, your Engineers have been of great assistance to us in charting and sounding the channel. Your Department made a Condition Survey on August 14, 1957 and on June 11, 1957, which shows the depth of the water in the ferry channel on a gauge reading "Mean Lower Low Water." We would appreciate your assistance now in endeavors to improve the channel by dredging and deepening the channel across the narrow neck of sand described above. It is assumed that reserve or surplus funds are available to the Corps to finance some emergency work on this channel. If this could be done, it would relieve the current hazard to the public patronizing this public conveyance and, if deemed necessary, provisions for future maintenance of the channel could be obtained through regular Congressional appropriations.

Your advice and assistance on this problem will be greatly appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Commissioners
Mr. Cooper
Mr. Stiffler
Mr. Paxson
Mr. DeFrance

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FOR FILING

4-6608

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Astoria, Oregon
August 1, 1957

SUBJECT: Shoaling in Astoria
Ferry Channel

To: Mr. I. A. DeFrance
Assistant Maintenance Engineer
Salem, Oregon

Agreeable to your verbal request we are forwarding under separate cover a Condition Survey Chart secured from the Corps of Engineers, U. S. Army, of the Astoria ferry crossing, dated June 11, 1956. On this chart we have shown in red pencil the soundings taken this date, which is correlated to the Corps of Engineers guage for "Mean Lower Low Water". You will note that the shoaling has occurred over a period of one year and one month, which amounts to approximately one feet. To correct these soundings shown on the chart to 0.00 Published Tide Table, it would be necessary to reduce them by 1.2 feet. As an example, on the chart a reading of 11½ feet reduced to 0.00 Tide Table, would be 10.5 feet and a -1.7 Tide Table reading would only provide for 8.8 feet of water, which is very close to the limit that we can cross even with the Tourist No. II. In checking the amount of water that each of the ferry vessels draw, we have determined that the Chessman draws 9' 4" when loaded, the Tourist No. III 9' 2" and the Tourist No. II 8' 6".

We are also enclosing a tabulation showing information taken from the Captain's Log of the number of times this year that the M. R. Chessman, the Tourist No. III and the Tourist No. II dragged bottom on this shoaled-up channel. You will also note that the Chessman was stranded for 40 minutes on June 30th and for 53 minutes on July 26th. The reason there is no report of dragging bottom on July 28th, 29th and 30th is because the Chessman was not operated during low tide on those days. A summary of the report indicates that the Chessman dragged bottom 109 times, the Tourist No. III twice and the Tourist No. II once.

In sounding this area, we find that the bottom is all hard sand.

In discussing this situation with Mr. George McClean, Engineer for the Port of Astoria Port Commission, he indicated that their suction dredge could do this work, but they only had enough pipe for transferring the material sideways about 1500 feet, and in this particular operation they could move

Ferry File

easily 15,000 yards a day and cut a channel on one passage on the range 250 feet wide. Their fee or rental rate on this equipment is $2700 per day, fully operated on a 24 hour per day, 6 day week basis, plus the cost of mobilization which is estimated at $2500. It appears that ten days' operation and the removal of 150,000 yards is advisable. This would deepen the channel 5 feet for a width of 250 feet for a distance of 3,250 feet; estimated cost, $30,000.

It will be necessary to secure a permit from the Corps of Army Engineers to engage in dredging in any navigable waters, which permit will also provide for the disposal of the dredged materials.

In sizing up the tidal situation for the balance of this year, it will be necessary to place the Tourist No. II on the first trip of the day Saturday, August 24th and Sunday, August 25th and on the last trip of the day on September 25th and September 26th. During the month of October, it will be necessary to substitute a smaller vessel for the three last trips of the day on October 22nd, 23rd, and 24th and the two last trips of the day on October 25th and the one last trip of the day on October 26th.

I am enclosing herewith a tide book, and our experience indicates that any time the tide is a +1.2 feet, the Chessman will probably get stuck.

R. M. Smith
District Maintenance Superintendent

RMS/cc
Encl.

Form E-40

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

M. R. CHESSMAN

Month	Date	Day	Hour	Tide	Dragging Bottom	Stranded
July	31	Wednesday	10:28 A	-0.2	9:40 - 10:40 - 11:10	
July	27	Saturday	7:34 A	-1.7		
July	26	Friday	6:50 A	-1.5		6:40 A to 7:33 A
"	25	Thursday	6:04 A	-1.2	6:40 - 7:35 A	
"	19	Friday	11:56 A	+1.7	10:40 - 11:13 A	
"	17	Wednesday	10:42 A	+0.7	9:40 A	
"	15	Monday	9:38 A	-0.1	8:10 - 9:10 A	
"	14	Sunday	9:06 A	-0.5	8:10 - 9:10 - 9:40 A	
"	13	Saturday	8:32 A	-0.8	6:30 - 7:15 - 8:00 - 9:30	
"	12	Friday	7:56 A	-1.0	6:30 - 7:15 - 8:00 - 8:45	
"	11	Thursday	7:18 A	-1.1	6:40 - 7:38	
"	10	Wednesday	6:36 A	-1.0	6:42 - 6:45	
"	3	Wednesday	11:43 A	+0.2	9:07 - 9:43 - 10:40 - 11:36	
"	2	Tuesday	10:53 A	-0.4	8:00 - 8:45 - 9:15 - 10:15-11:00	
"	1	Monday	10:06 A	-1.0	7:15 - 8:45 - 9:35 - 10:15	
June	30	Sunday	9:21 A	-1.4	7:15 - 8:00	9:12 A to 9:52 A
June	29	Saturday	8:38 A	-1.5	6:37 - 7:37 - 8:09 - 9:07 - 9:41	
June	28	Friday	7:55 A	-1.5	7:38 - 9:08	
"	27	Thursday	7:13 A	-1.3	6:38 - 7:35 - 8:10	
"	15	Saturday	9:35 A	-0.6	8:47 - 9:30	
"	14	Friday	8:57 A	-0.9	9:15 - 9:35	
"	13	Thursday	8:18 A	-1.1	8:10	
"	2	Sunday	10:25 A	-0.9	8:45 - 9:30 - 10:15 - 11:00	
"	1	Saturday	9:39 A	-1.2	9:10 - 9:44	

Form E-4

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

M. R. CHESSMAN

Month	Date	Day	Hour	Tide	Dragging Bottom	Stranded
May	31	Friday	8:55 A	-1.3	7:40 - 8:10 - 9:12 - 9:40	
May	30	Thursday	8:13 A	-1.2	7:35 - 8:05	
May	29	Wednesday	7:32 A	-1.0	6:40 - 7:40 - 8:08 - 8:13	
"	28	Tuesday	6:52 A	-0.6	6:35 - 7:37	
"	27	Monday	6:10 A	-0.2	6:35 - 7:35	
"	14	Tuesday	7:55 A	-1.3	6:30 - 7:15 - 8:00	
"	13	Monday	7:10 A	-1.2	6:30 - 7:15 - 8:00	
"	6	Monday	12:34 P	0.0	11:48A - 12:16 PM	
"	4	Saturday	10:41 A	-0.6	9:40 - 10:35 - 11:10	
"	2	Thursday	9:10 A	-0.8	8:08 - 9:08 - 9:40	
"	1	Wednesday	8:30 A	-0.8	7:37 - 8:11 - 9:08	
April	30	Tuesday	7:52 A	-0.5	6:35 - 7:40 - 8:10	
April	29	Monday	7:16 A	-0.2	6:40 - 7:40	
April	18	Thursday	10:27 A	-0.6	10:38	
"	17	Wednesday	9:41 A	-1.0	9:10 - 9:39	
"	15	Monday	8:11 A	-1.1	7:45 - 8:00	
"	5	Friday	10:57 A	-0.1	10:37 - 11:10	
"	4	Thursday	10:08 A	-0.2	9:38 - 10:38	
"	3	Wednesday	9:26 A	-0.2	9:08 - 9:40	
"	1	Monday	8:14 A	+0.1	7:38	

Form E-6

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

TOURIST #3

Month	Date	Day	Hour	Tide	Dragging Bottom			Stranded
July	31	Wednesday	10:28 A	-0.2		10:10 A		
July	2	Tuesday	10:53 A	-0.4		10:16 A		

TOURIST #2

Month	Date	Day	Hour	Tide	Dragging Bottom			Stranded
July	27	Saturday	7:34 A	-1.7		8:12 A		

Form E-40

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

M. R. CHESSMAN

Month	Date	Day	Hour	Tide	Dragging Bottom	Stranded
July	31	Wednesday	10:28 A	-0.2	9:40 - 10:40 - 11:10	
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July	26	Friday	6:50 A	-1.5		6:40 A to 7:33 A
"	25	Thursday	6:04 A	-1.2	6:40 - 7:35 A	
"	19	Friday	11:56 A	+1.7	10:40 - 11:13 A	
"	17	Wednesday	10:42 A	+0.7	9:40 A	
"	15	Monday	9:38 A	-0.1	8:10 - 9:10 A	
"	14	Sunday	9:06 A	-0.5	8:10 - 9:10 - 9:40 A	
"	13	Saturday	8:32 A	-0.8	6:30 - 7:15 - 8:00 - 9:30	
"	12	Friday	7:56 A	-1.0	6:30 - 7:15 - 8:00 - 8:45	
"	11	Thursday	7:18 A	-1.1	6:40 - 7:38	
"	10	Wednesday	6:36 A	-1.0	6:42 - 6:45	
"	3	Wednesday	11:43 A	+0.2	9:07 - 9:43 - 10:40 - 11:36	
"	2	Tuesday	10:53 A	-0.4	8:00 - 8:45 - 9:15 - 10:15-11:00	
"	1	Monday	10:06 A	-1.0	7:15 - 8:45 - 9:35 - 10:15	
June	30	Sunday	9:21 A	-1.4	7:15 - 8:00	9:12 A to 9:52 A
June	29	Saturday	8:38 A	-1.5	6:37 - 7:37 - 8:09 - 9:07 - 9:41	
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"	15	Saturday	9:35 A	-0.6	8:47 - 9:30	
"	14	Friday	8:57 A	-0.9	9:15 - 9:35	
"	13	Thursday	8:18 A	-1.1	8:10	
"	2	Sunday	10:25 A	-0.9	8:45 - 9:30 - 10:15 - 11:00	
"	1	Saturday	9:39 A	-1.2	9:10 - 9:44	

Form E-40—

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

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"	6	Monday	12:34 P	0.0	11:48A - 12:16 PM	
"	4	Saturday	10:41 A	-0.6	9:40 - 10:35 - 11:10	
"	2	Thursday	9:10 A	-0.8	8:08 - 9:08 - 9:40	
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"	4	Thursday	10:08 A	-0.2	9:38 - 10:38	
"	3	Wednesday	9:26 A	-0.2	9:08 - 9:40	
"	1	Monday	8:14 A	+0.1	7:38	

Form E-40

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

TOURIST #3

Month	Date	Day	Hour	Tide	Dragging Bottom			Stranded
July	31	Wednesday	10:28 A	-0.2		10:10 A		
July	2	Tuesday	10:53 A	-0.4		10:16 A		

TOURIST #2

Month	Date	Day	Hour	Tide	Dragging Bottom			Stranded
July	27	Saturday	7:34 A	-1.7		8:12 A		

FORM E-30X—80M—11-55—90225

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Astoria, Oregon
August 1, 1957

SUBJECT: Shoaling in Astoria
Ferry Channel

To: Mr. I. A. DeFrance
Assistant Maintenance Engineer
Salem, Oregon

Agreeable to your verbal request we are forwarding under separate cover a Condition Survey Chart secured from the Corps of Engineers, U. S. Army, of the Astoria ferry crossing, dated June 11, 1956. On this chart we have shown in red pencil the soundings taken this date, which is correlated to the Corps of Engineers guage for "Mean Lower Low Water". You will note that the shoaling has occurred over a period of one year and one month, which amounts to approximately one foot. To correct these soundings shown on the chart to 0.00 Published Tide Table, it would be necessary to reduce them by 1.2 feet. As an example, on the chart a reading of 11½ feet reduced to 0.00 Tide Table, would be 10.3 feet and a -1.7 Tide Table reading would only provide for 8.6 feet of water, which is very close to the limit that we can cross even with the Tourist No. II. In checking the amount of water that each of the ferry vessels draw, we have determined that the Chessman draws 9' 4" when loaded, the Tourist No. III 9' 2" and the Tourist No. II 8' 6".

We are also enclosing a tabulation showing information taken from the Captain's Log of the number of times this year that the M. R. Chessman, the Tourist No. III and the Tourist No. II dragged bottom on this shoaled-up channel. You will also note that the Chessman was stranded for 40 minutes on June 30th and for 53 minutes on July 26th. The reason there is no report of dragging bottom on July 28th, 29th and 30th is because the Chessman was not operated during low tide on those days. A summary of the report indicates that the Chessman dragged bottom 109 times, the Tourist No. III twice and the Tourist No. II once.

In sounding this area, we find that the bottom is all hard sand.

In discussing this situation with Mr. George McClean, Engineer for the Port of Astoria Port Commission, he indicated that their suction dredge could do this work, but they only had enough pipe for transferring the material sideways about 1500 feet, and in this particular operation they could move easily 15,000 yards a day and cut a channel on one passage on the range 250 feet wide. Their fee or rental rate on this equipment is $2700 per day, fully operated on a 24 hour per day, 6 day week basis, plus the cost of mobilization which is estimated at $2500. It appears that ten days' operation and the removal of 150,000 yards is advisable. This would deepen the channel 5 feet for a width of 250 feet for a distance of 3,250 feet; estimated cost, $30,000.

It will be necessary to secure a permit from the Corps of Army Engineers to engage in dredging in any navigable waters, which permit will also provide for the disposal of the dredged materials.

In sizing up the tidal situation for the balance of this year, it will be necessary to place the Tourist No. II on the first trip of the day Saturday, August 24th and Sunday, August 25th and on the last trip of the day on September 25th and September 26th. During the month of October, it will be necessary to substitute a smaller vessel for the three last trips of the day on October 22nd, 23rd, and 24th and the two last trips of the day on October 25th and the one last trip of the day on October 26th.

I am enclosing herewith a tide book, and our experience indicates that any time the tide is a ±1.2 feet, the Chessman will probaoly get stuck.

R. M. Smith
District Maintenance Superintendent

RMS/cc
Encl.

Form E-[illegible]

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

M. R. CHESSMAN

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"	3	Wednesday	11:43 A	+0.2	9:07 - 9:43 - 10:40 - 11:36	
"	2	Tuesday	10:53 A	-0.4	8:00 - 8:45 - 9:15 - 10:15-11:00	
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"	13	Thursday	8:18 A	-1.1	8:10	
"	2	Sunday	10:25 A	-0.9	8:45 - 9:30 - 10:15 - 11:00	
"	1	Saturday	9:39 A	-1.2	9:10 - 9:44	

Form E-[illegible]

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

M. R. CHESSMAN

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"	6	Monday	12:34 P	0.0	11:48A - 12:16 PM	
"	4	Saturday	10:41 A	-0.6	9:40 - 10:35 - 11:10	
"	2	Thursday	9:10 A	-0.8	8:08 - 9:08 - 9:40	
"	1	Wednesday	8:30 A	-0.8	7:37 - 8:11 - 9:08	
April	30	Tuesday	7:52 A	-0.5	6:35 - 7:40 - 8:10	
April	29	Monday	7:16 A	-0.2	6:40 - 7:40	
April	18	Thursday	10:27 A	-0.6	10:38	
"	17	Wednesday	9:41 A	-1.0	9:10 - 9:39	
"	15	Monday	8:11 A	-1.1	7:45 - 8:00	
"	5	Friday	10:57 A	-0.1	10:37 - 11:10	
"	4	Thursday	10:08 A	-0.2	9:38 - 10:38	
"	3	Wednesday	9:26 A	-0.2	9:08 - 9:40	
"	1	Monday	8:14 A	+0.1	7:38	

Form E-42

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

TOURIST #3

Month	Date	Day	Hour	Tide	Dragging Bottom			Stranded
July	31	Wednesday	10:28 A	-0.2		10:10 A		
July	2	Tuesday	10:53 A	-0.4		10:16 A		
				TOURIST #2				
July	27	Saturday	7:34 A	-1.7		8:12 A		

10-1045 Winchester Slide Sec. on the 1958
Pacific Hwy.
#5145

RECEIVED
1958

FOR FILING

File

OREGON STATE HIGHWAY DEPARTMENT
(date)

October 23, 1958

(CONTRACT NO.) *5145*	(EST. NO.)	(CONTRACTOR)	
5145	5 Final	Lee Mortensen, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24383	H226318	$ 521.24	10-23-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **50 workdays from Apr. 14, 1958**

Time Extensions: **None**

Completion Date: **June 12, 1958**

Date Accepted: **July 31, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Oct. 24, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

J.C.

NOTED ON CARD
em

RECEIVED
OCT 17 1958
FOR FILING

5145

5145

Oct. 16, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

State Highway Contract No. 5145, for grading on the Winchester Slide Section of the Pacific Highway in Douglas County was completed by the contractor, Lee Mortensen, Inc., on July 11, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $521.24 will be released to the contractor on or after October 27, 1958. The total contract amount is $17,170.83, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP 2[illegible] 1958
FOR FILING

5145

A

Sept. 26, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Lee Mortensen, Inc., in connection with Contract No. 5145, for grading on the Winchester Slide Section of the Pacific Highway in Douglas County.

This payment, in the amount of $2,037.07, will be released to the contractor on or after Oct. 6, 1958. The retained percentage is $514.94.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
om

Form E-1—10M—7-57

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

10-1145

For Week Ending July 11, 1958

Section Winchester Slide

Kind of work Grading

Highway Pacific County Douglas

Section prefix 10-1045

Contractor Lee Mortensen, Inc.

Contract number 5145

Date of contract March 27th, 1958

Specified work days 60

Date work started April 16th, 1958

Work days used 44

Project authorization $ 23,504.63

Per cent of time elapsed 73 %

Exclusive of engineering $ 21,833.19

Estimated cost of completed project, exclusive of engineering $ 21,430.00

Estimated per cent ~~overrun~~ or underrun 4.7 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1671.44

Engineering cost to date $ 1667.00, 99.7 %

Date project was completed July 11, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project was completed on Friday of this week. Semi-final estimate will follow soon. This will be the last weekly report for the project.

NOTED

Noted
M. N. Juve

CONSTRUCTION DIVISION
RECEIVED
JUL 14 1958
NOTED-- CE ACE ACE COE

Signed Gordon L. Spaulding
Gordon L. Spaulding
Resident Engineer

Address P.O.Box 551, Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 3146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.2				
Miles partially completed	——				
Miles completed	0.2				
Total estimated quantities (contract)	35900				
Total quantities corrected to date	33000				
Estimated quantities moved or placed to date	33000				
Average daily quantities	750				
Average daily quantities necessary to complete project on time	0				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	2				

Men	2
Supervision	
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ..1...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair	0	
Monday	"	0	
Tuesday	"	0	
Wednesday	"	0	
Thursday	"	0	
Friday	"	0	
Saturday			

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APR 30 1958
FOR FILING

10-1945

5145

April 30, 1958

Lee Mortensen, Inc.
211 Douglas State Bank Building
Roseburg, Oregon

Gentlemen:

On April 28, 1958, we handed to you Cashier's Check No. 47157 in the amount of $1,000.00 which you had submitted as a proposal guaranty on the Winchester Slide Section, on which you were the successful bidder March 27, 1958. This letter is simply to make a record of the transaction.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC Mr. John Herr - Accounting

Contract #5145

FAQ:fp

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

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FOR FILING
[illegible]
5145

Apr. 30, 1958

Lee Mortensen, Inc.
211 Douglas Bank Bldg.
Roseburg, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5145, awarded Mar. 27, 1958,
for grading on the Winchester Slide Section
of the Pacific Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

FORM E-123X 50M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

10-1045

5145

April 9, 1958

The California Oregon Power Company
216 W. Main Street
Medford, Oregon

Re: The California Oregon Power Company
Power Line Adjustment
Winchester Slide Section
Pacific Highway
Douglas County

Gentlemen:

Bids on the above titled project were received on March 27, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment affects an existing pole on the westerly side of the highway near Engineer's Station 2387.

It appears that this pole was located on private property under an easement recorded in Book 243, at page 319 of the Douglas County Records, so that it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable cost of the adjustment under Federal regulations. It is requested that you proceed with the work as promptly as may be possible.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. Gordon Spaulding, Roseburg, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

RECEIVED
APR 9 1958
OFFICE OF
STATE HIGHWAY ENGINEER

JWD:RN
cc: Mr. Foreest Cooper ✓
Mr. L. H. Young
Mr. Frank Morgan
Mr. Gordon Spaulding, Mr. F. W. Farrar & Mr. R. L. Porter

RECEIVED
MAR 31 1958
FOR FILING

[illegible]

5145

March 31, 1958

Lee Mortensen, Inc.
211 Douglas State Bank Bldg.
Roseburg, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958, awarded to you State Highway Contract No. 5145 for slide correction on the Winchester Slide Section of the Pacific Highway in Douglas County.

This award was based on your bid of $17,593 which was the low bid submitted to the Commission the 27th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

311-1702 Condon (Lincoln St.) Sec. 1958
(Grading & Oiling)
#5146

Sp. State Tax Street Fund 99

RECEIVED
DEC [illegible] 1958
FOR FILING
311-1702
5144

W. C. Williams

Condon (Lincoln St.)
Contract No. 5146

FINAL COST ANALYSIS
Grading & Oiling
Russel Olson Construction Co.
Resident Engineer: Keats Oliver

December 10, 1958

City Street
Prefix No. 311-1702

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1. Drainage Excav., Unclass.	74.52	Cu. Yd.	6.00	3.47	259.10	447.12
2. General Excav., Unclass.	600	Cu. Yd.	1.50	.87	521.53	900.00
3. 12" Corr. Metal Pipe	302	Lin. Ft.	5.00	2.99	904.56	1,510.00
5. Coarse Cr. Mat'l in Base	2,595	Cu. Yd.	2.80	3.38	8,789.07	7,266.00
6. Hauling & Placing 3/4-0 Mat'l in Base	530	Cu. Yd.	1.50	1.35	715.53	795.00
7. Sprinkling	49.4	M-Gal.	4.00	2.56	126.83	197.60
8. Preparation of Base	.34	Mile	1,500.00	529.00	179.91	510.00
9. Hauling & Placing Aggregates	272	Cu. Yd.	4.00	2.80	759.96	1,088.00
10. 120-150 Asphalt	25.29	Ton	60.00	41.06	1,038.66	1,517.60
					$13,295.15	$14,231.12

NOTED
W. C. WILLIAMS

Gross Revenue	$ 14,231.12
Total Cost	13,295.15
Net Profit	$ 935.97

Net Profit equals 6.57% of Gross Revenue.

RECEIVED
DEC 19 1958
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COST

Labor:			
Labor & Supervision		$ 2,356.07	
Labor Insurance & Health & Welfare		235.60	$ 2,591.67
Equipment Rental & Miscellaneous Supplies:			
Equipment Rental, Owned		707.92	
Equipment Rental, Hired		1,692.80	
Gas, Oil, and Grease		164.13	
Freight on Asphalt		183.56	
Small Tods and Miscellaneous Supplies		86.97	
Move In		150.00	
Bond		105.62	
Home Office and General Overhead		426.93	3,517.93
Materials:			
120-150 Asphalt	25.29 Ton @ $23.90	604.53	
12" Corr. Metal Pipe	302 Ft. @ $2.46	742.28	
Crushed Rock base material (Purchase from Roger Const. Co., on the John Day-Hay Creek Sect.)	2,595 Cu.Yd. @ $2.25	5,838.75	7,185.56
	TOTAL COST		$ 13,295.15

REMARKS:

This was a "City Project" consisting of the construction of 0.34 mile of street roadbed, involving 600 cubic yards of excavation; the construction of 0.34 mile of stone base and shoulders, involving 3,397 cubic yards of crushed materials; and the construction of 0.34 mile of Type 0-11 oil mat wearing surface on Lincoln Street in the City of Condon in Gilliam County.

This project was bid and awarded March 27, 1958 and completed June 4, 1958.

The contractor moved in a #12 caterpillar grader, a 977 caterpillar traxcavator, and a 5-cubic yard capacity dump truck and began grading on Friday, May 23, 1958. All culvert pipes were installed on the following day.

Excavation and grading was completed the first part of the following week. The coarse crushed base material was purchased from Rogers Construction Company, Inc., who was crushing from the quarry located 800 feet westerly of the Wasco-Heppner Highway at Station 1945+51 on the John Day-Hay Canyon Section. The contractor used six hired 10-cubic yard dump trucks and two 5-cubic yard dump trucks of his own to haul the coarse base material.

The 3/4-0 material and aggregates were hauled from State-owned stockpiles. All base materials were placed by May 24th.

The placing of the 0-11 oil mat was started Monday, June 2nd and completed June 4th.

The only item loss suffered by the contractor was on the coarse crushed material. This was due largely to the purchase price of the material from Rogers.

M. N. Juve
Chief Cost Analyst

By

G. K. Hanson

RECEIVED
AUG 11 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 11, 1958

311-7-2		
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5146	2 Final	Russell Olson Construction Co. Inc.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
15386	H217075	$571.27 7-11-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 75 workdays from Apr. 14, 1958

Time Extensions: None of record

Completion Date: June 4, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Aug. 4, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 4 1958
GKW.

NOTED ON CARD
em

A

RECEIVED
JUL 11 1958
FOR FILING

311-1702

5146

July 10, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 5146 for grading and oiling on the Condon (Lincoln Street) Section in Gilliam County was completed by the contractor, Russell Olson Construction Company, on June 4, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $571.27 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $14,231.12, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Penland-Williamson Agency
Pendleton
Oregon

NOTED ON CARD
em

Form E-1—10M

311-1702

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 6, 1958

Section Condon (Lincoln Street)

Kind of work Grading and Oiling

Highway City Street County Gilliam

Section prefix 311-1702

Contractor Russell Olson Const. Co., Inc.

Contract number 5146

Date of contract March 27, 1958

Specified work days 75

Date work started May 23, 1958

Work days used 27

Project authorization $ 16,725.38

Per cent of time elapsed 36 %

Exclusive of engineering $ 15,536.02

Estimated cost of completed project, exclusive of engineering $ 14,157.32

Estimated per cent overrun or underrun -9 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1189.36

Engineering cost to date $ 487, 41 %

Date project was completed June 4, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

O-11 oil mat started on Monday, final seal completed Wed. Cleanup completed Wed.

Semi-final will be submitted as soon as remeasured cross section are computed and returned from Salem office.

CONSTRUCTION DIVISION
RECEIVED
JUN 0 9 1958
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE COE

NOTED
C. E. PAULSEN

Noted
M. N. Juve

Signed

Address Box 355, Condon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.34	0.34		0.34	
Miles partially completed					
Miles completed	0.34	0.34		0.34	
Total estimated quantities (contract)	780	3120		24	
Total quantities corrected to date	500	3125		25	
Estimated quantities moved or placed to date	500	3125		25	
Average daily quantities	-	-		8	
Average daily quantities necessary to complete project on time	0	0		0	
Number shifts per day				1	
Hours per shift				4	
Average force on project for week				10	

Men	7
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	2
Men and tractors	

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., Distributer 1, Loader 1, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Partly Cl'dy		
Tuesday	"		
Wednesday	Fair		
Thursday			
Friday			
Saturday			

RECEIVED
APR [illegible]
FOR FILING

[illegible]

5146

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Apr. 29, 1958

Russell Olson Construction Co., Inc.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5146, awarded Mar. 27, 1958, for grading and oiling on the Condon (Lincoln St.) Section in Gilliam County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 31 1958
FOR FILING

March 31, 1958

Russell Olson Construction Company
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958, awarded to you State Highway Contract No. 5146 for grading and oiling the Condon (Lincoln Street) Section on Lincoln Street in the City of Condon, in Gilliam County.

This award was based on your bid of $14,792 which was the low bid submitted to the Commission the 27th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAR 24 1958
FOR FILING

311-1702

5146

March 21, 1958

Mr. Robert H. Love, City Recorder
City Hall
Condon, Oregon

Dear Sir:

We are enclosing for the records and files of the City Condon a fully executed copy of an agreement between the State Highway Commission and the City of Condon covering the Special City Allotment project on Lincoln Street in Condon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

R

RECEIVED
MAR 24 1958
FOR FILING

Salem, Oregon
March 21, 1958 [illegible]

$250,000 Fund (1958) Agreement
City of Condon

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached is a conformed copy of an agreement with the City of Condon covering the Special City Allotment project on Lincoln Street in Condon.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Condon, Oregon.

Secretary

rn
Attach: 1

FORM E30—30M—8-57—1470

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 13, 1958

SUBJECT: $250,000 Fund (1958) Agreement
City of Condon

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Lincoln Street in Condon. Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved by the Commission on December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date March 13, 1958

[illegible]
DATE 12-5-57 Minute Page 37
Secretary

RECEIVED
MAR 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
Harold C. Ayers

ORDINANCE NO. 5A 3-5-58

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF CONDON, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF LINCOLN STREET FROM O.W.R.& N. CO. PROPERTY LINE TO WALNUT STREET A DISTANCE OF APPROXIMATELY 0.34 MILES AND DECLARING AN EMERGENCY.

WHEREAS the City of Condon, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision or ORS 366.800 and 366.805; and

WHEREAS, the State Highway Commission has accepted such application for the improvement of Lincoln Street from Walnut Street to the O.W.R.& N. Co. property line, a distance of approximately 0.34 miles; and

WHEREAS, in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $20,000 and the City of Condon to pay all cost in excess of $20.000.

NOW THEREFORE, the City of Condon does ordain and declare as follows:

That that certain form of agreement hereinabove referred to be entered into by the City of Dondon, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Lincoln Street from Walnut Street to O.W.R.&. N. Co. property line and is hereby approved and accepted as submitted.

That the Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

That it is necessary that said improvement be made in the spring and summer of 1958 when the weather permits, and that the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Cond, Oregon, and emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter dated 3-5-58.

AYES 5

NAYES 0

Submitted to and approved by the Mayor the 5 day of March, 1958.

BY: Ernest Lear
MAYOR

ATTEST:

Robert W.
CITY RECORDER

ATTEST:

STATE OF OREGON)
COUNTY OF GILLIAM) ss.
CITY OF CONDON)

I, Robert N. Fore, Recorder of the City of Condon, Oregon, do hereby certify that the foregoing is a true and correct copy of the whole of an ordinance passed and adopted by the Common Council of the City of Condon, Oregon on the 5th day of March, 1958, and thereafter approved and signed by the Mayor, and ~~attested~~ Passed R.N.F. by the City Council.

Robert N. Fore

250,000 - '58 Condon 6-26-57

Picked up Mr. R.B. Eaton and investigated Condition and use of Lincoln Street, leads to large grain elevator & storage silo's and would carry heavy traffic in harvest season, is graveled 22 to 26' width, and fairly well drained, had recently been graded has only light base, not sufficient for evident use,

Mr. Eaton stated that City has Oil rock in stock pile, (bought from State crushing job) which they would furnish Contractor-, base rock is somewhat of a problem

Believe we could recommend a project on Lincoln Street from Walnut St. to OWR&N R/W. a distance of approximately 0.37 miles. Mr. Eaton said City wanted street Oiled, did not want to pay Costs of asphaltic Concrete

HCG.

No. 38

[illegible] 1958 Fund

Preliminary Estimate.

[illegible] 0.37 mile

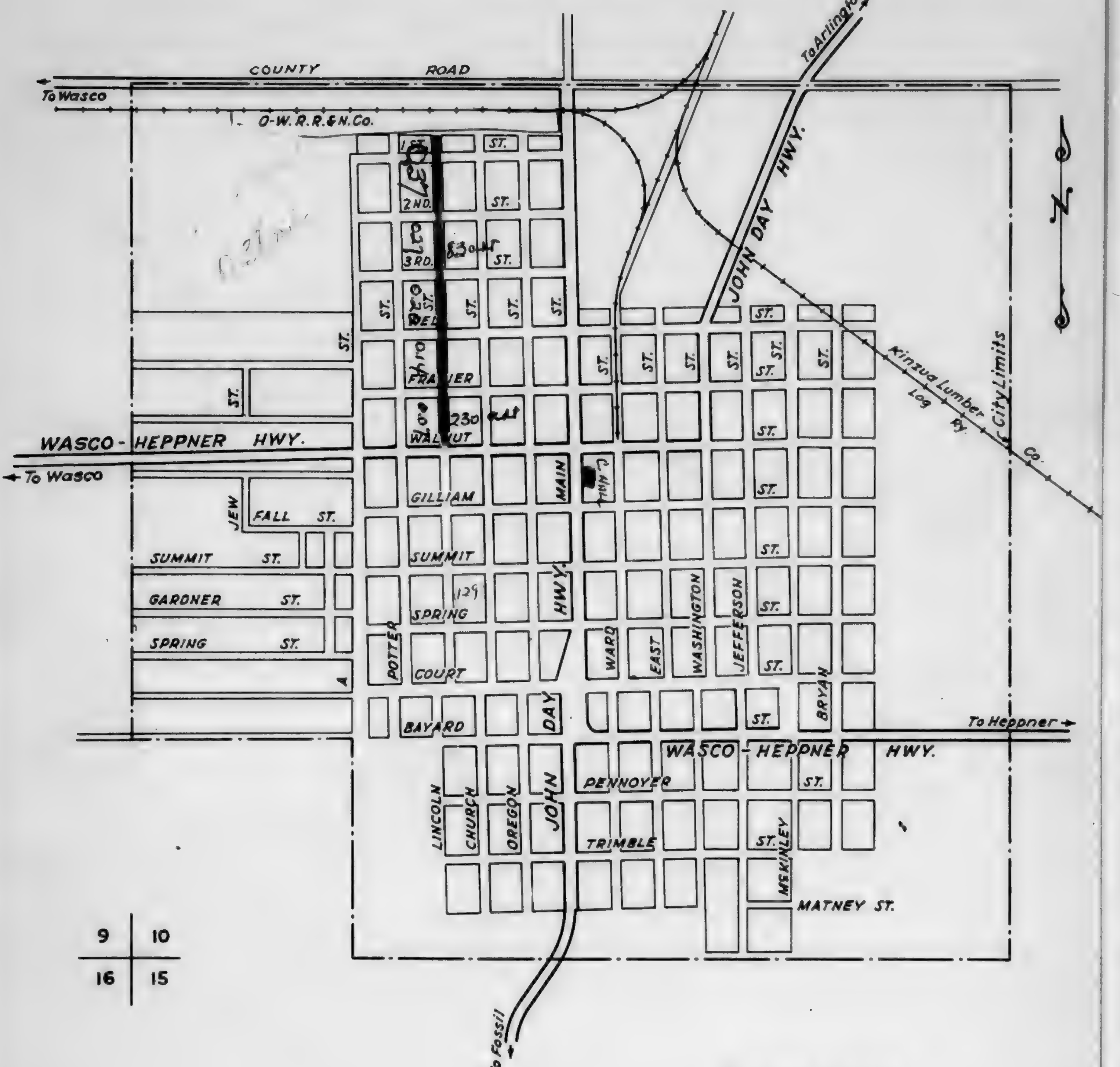
[illegible] 0-11 Oil mat
20 [illegible] City [illegible] aggregate.

[illegible]	[illegible] $1.00	$800.00
[illegible]	[illegible] 3.00	75.00
12" [illegible]	320 [illegible] 2.75	880.00
[illegible]	2000 [illegible] 4.00	8000.00
[illegible] 3½" [illegible]	450 [illegible] 1.00	450.00
[illegible]	75 [illegible] 4.00	300.00
[illegible]	0.37 mile 500.00	185.00
[illegible] Aggregate	245 cu yds 2.25	551.25
120-150 Asphalt	23 tons 70.00	1610.00
[illegible]		$12,851.25
12" [illegible]		1,60641
[illegible]		750.00
[illegible] $15,300.00		$15,207.66

R. B Eaton

No 38

Says City will furnish Oil rock now in stockpile in City
do not want A-C.



CONDON

Scale 1"=800'

Rev. 7, 23 '47

FORM E-90 35M 9-51 88818

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 12, 1957

SUBJECT: Base Design Recommendations
Lincoln Street
City of Condon
Gilliam County

To: Mr. A. F. Parson
Division Engineer
Oregon State Highway Department
La Grande, Oregon

Following is a list of laboratory tests, indicating the total thickness of base course plus wearing surface necessary for a Medium traffic design on the individual soils sampled, as reported at this time:

Laboratory Report No.	Station	Depth	Hole No.	Total Crushed Base and Wear
437667	0.08 mi. from S. end of project	6"-36"		*17.0"
437666	0.38 mi. from S. end of project on Centerline	4"-36"		*16.5"

* The frost penetration in this area is reported as 36".

Protection from frost may be accomplished by increasing the total base course and wearing surface to equal one half the depth of apparent frost penetration.

TOM EDWARDS
Construction Engineer

by
G. L. Decker
Staff Assistant

RECEIVED
DEC 12 1957

cc: Tom Edwards
H. Ayres
Resident Engineer
V. Moore

RECEIVED
JUN 6 - 1957
[illegible]

6-5-57

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of CONDON is an incorporated city of the State of Oregon, and has a population of 1121, as given by the latest official census, and

WHEREAS, the following streets of said city, CONDON

Form cc-50 (1953 Rev.)
Special City Allotment

LINCOLN - FROM WALNUT TO FIRST

OR (CONDON GRAIN GROWER'S ELEVATOR.)

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

LINCOLN - FROM WALNUT TO FIRST. OR. (

CONDON GRAIN GROWER'S ELEVATOR)

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of CONDON does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate KBEATON as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 5 day of JUNE, 1957.

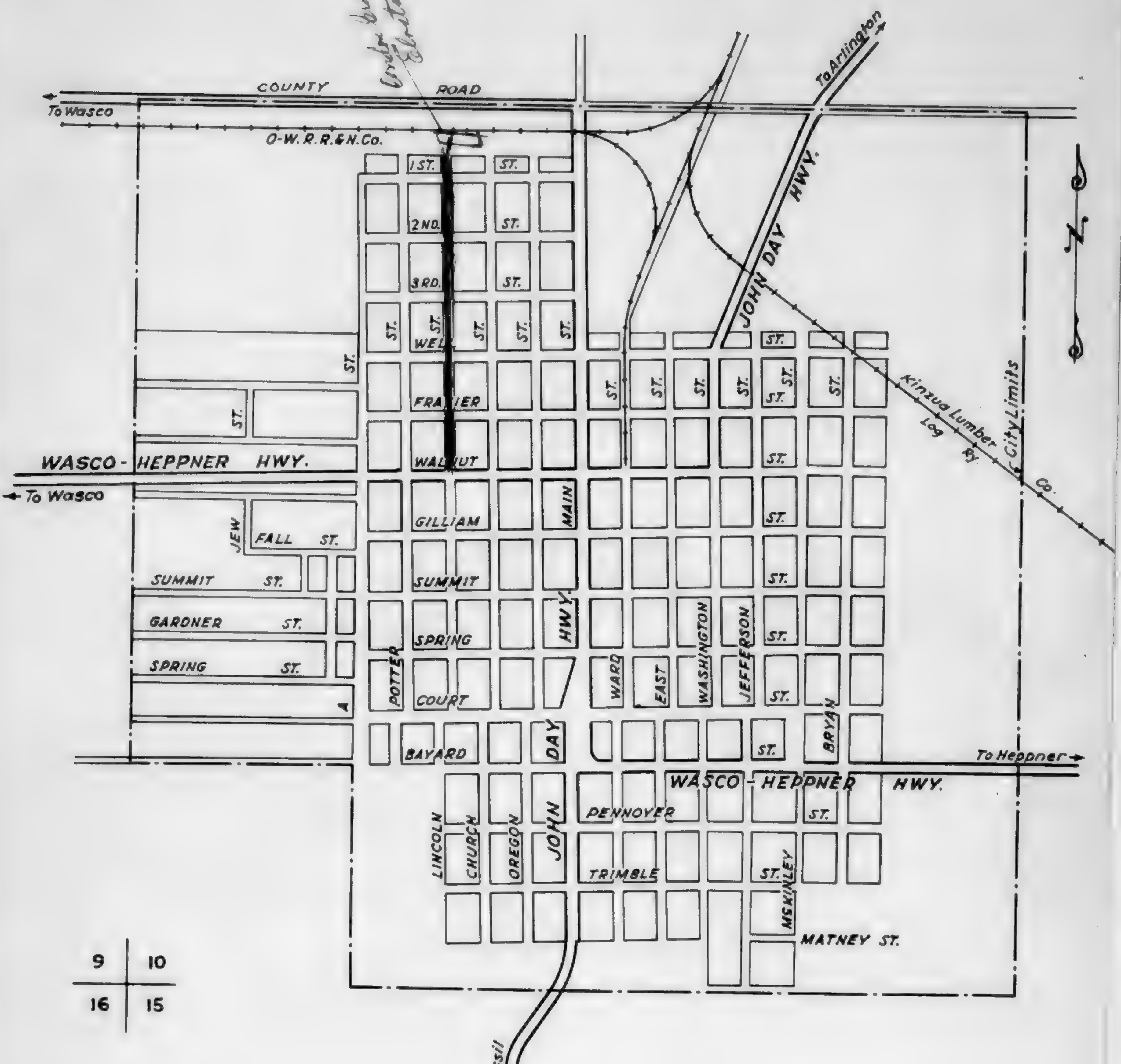
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

--------- ---------

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of CONDON at a regular or special meeting of said Council, held on the 5th day of JUNE, 1957, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 5th day of JUNE, 1957.

Robert N. Fowe
City Recorder



CONDON

Scale 1"=800'

Rev. 7, 23'47

NOTED
V. R. JONES

NOTED
Harold C. Ayers

May 14, 1957

NOTED
[illegible]

Mr. Robert H. Love
City Recorder
Condon, Oregon

Dear Sir:

Mr. Carroll Keasey, District Maintenance Superintendent in John Day, has forwarded your letter regarding repairs to Lincoln Street to this office for reply.

We are enclosing in this letter two copies of a resolution form for the City's use in applying for assistance in the repair or reconstruction of streets under the Special City Allotment fund. If the City desires to apply for aid on Lincoln Street, have the City Council complete the resolution and forward one signed copy to this office. When this is done a representative of this office will call on you to inspect the condition and use of the street designated in the resolution and a proposed project will be submitted, along with those of other cities, for the Highway Commission's consideration for construction in 1958.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Encl.

cc: Mr. C. T. Keasey

NOTED
[illegible]

NOTED
C. G. SWENSON

23-3251 Stanton Blvd. U'Xing Sand 1958
Shed on Old Oregon Trail
#5147

RECEIVED
JUL [illegible]
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 2, 1958

[illegible]3-3251

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5147	3 Final	Roberts, Adams & Roberts	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14757	H216403	$ 1,420.25	7-2-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **80 workdays from Apr. 10, 1958**

Time Extensions: **None**

Completion Date: **June 7, 1958**

Date Accepted: **June 19, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **July 3, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 7 1958
GRW

NOTED ON CARD

RECEIVED
JUN 25 1958
FOR FILING
58-3-51

5147

June 24, 1958

CERTIFIED MAIL

American Surety Company of New York
David A. Lewis, Ass't. Manager
725 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5147 for Sand Shed on the Stanton Blvd. Undercrossing Section of the Old Oregon Trail Highway in Malheur County was completed by the contractor, Roberts, Adams & Roberts, on June 7, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $1,420.25 will be released to the contractor on or after July 5, 1958. The total contract amount is $11,362.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

NOTED ON CARD
cm

FORM E-123

RECEIVED

[illegible]

5147

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Apr. 30, 1958

Roberts, Adams & Roberts
1209 Sherman St.
Hood River, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5147, awarded Mar. 27, 1958, for San Shed on Stanton Boulevard Undercrossing Section of the Old Oregon Trail Highway in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR [illegible] 1958
FOR FILING
5147

April 11, 1958

CERTIFIED MAIL

Roberts, Adams & Roberts
1209 Sherman Street
Hood River, Oregon

Gentlemen:

Attached is your Certified Check No. 758 in the sum of $575.00, submitted as a bid guaranty on March 27, 1958 with your proposal for the Stanton Boulevard Undercrossing Sand Shed in Malheur County, on which project you were the low bidder. As the contract has been signed and the bond approved for this contract, No. 5147, we are returning your check.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. John Herr - Acct. Dept.

fp

RECEIVED
MAR 31 1958
FOR FILING

23-3351

5147

March 31, 1958

Roberts, Adams and Roberts
1209 Sherman Street
Hood River, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958, awarded to you State Highway Contract No. 5147 for the Stanton Boulevard Undercrossing Sand Shed on the Old Oregon Trail Highway in Malheur County.

This award was based on your bid of $11,362 which was the low bid submitted to the Commission the 27th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

325-1705 Heppner (Court St.) Sec. 1958
(Grad. and Paving)

#5148

Sq. St. Jos St Fu
97

RECEIVED
FEB 19 1959
FOR FILING

W. C. Williams

NOTED
W. C. WILLIAMS

February 4, 1959

Heppner (Court Street)
Contract No. 5148

325-1705

FINAL COST ANALYSIS
Grading and Paving
Russell Olson Construction Co.
Resident Engineer: Russell J. Wilbur

City Street
Prefix No. 325-1705

5148 Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	500.00	487.05	487.05	500.00
*Drainage Excav., Unclass.	15.43	Cu.Yd.	6.00	4.50	69.43	92.58
General Excav., Unclass.	1,345.7	Cu.Yd.	1.00	.97	1,311.04	1,345.70
*12" Concrete Pipe	81.	Lin.Ft.	2.50	2.40	194.40	202.50
*Concrete Catch Basins	2	Each	120.00	100.00	200.00	240.00
*Concrete Curbs	47.01	Cu.Yd.	60.00	57.75	2,714.82	2,820.60
Quarry run Rock Base	1,495	Cu.Yd.	1.50	1.23	1,842.69	2,242.50
Tractor & Grid Roller	15.	Hour	20.00	19.55	293.32	300.00
Haul & Place 3/4"-0 mat'l in base	380	Cu.Yd.	1.00	1.25	477.97	380.00
Sprinkling	13.2	M-Gal.	4.00	5.61	87.29	52.00
Preparation of base	.16	Mile	1,500.00	504.30	80.70	240.00
Haul & Place 3/4"-0 mat'l in Binder Course	40	Cu.Yd.	2.00	1.29	51.49	80.00
MC-2 Asphalt	4.63	Ton	60.00	53.81	249.16	277.80
Class "B" Asphaltic Concrete	682.825	Ton	9.00	9.19	6,275.22	6,145.43
					$ 14,334.58	$ 14,919.91

Gross Revenue	$ 14,919.91
Total Cost	14,334.58
Net Profit	$ 585.33

Net Profit equals 3.92% of Gross Revenue.

* Bechtel Bros. Construction Co.

RECEIVED
FEB 16 1959
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COST

Labor:				
Labor and Supervision			$ 3,853.85	
Labor Insurance and Health & Welfare			385.38	$ 4,239.23
Equipment Rental & Miscellaneous Supplies:				
Equipment Rental, Owned			806.65	
Equipment Rental, Hired			2,705.47	
Gas, Oil, and Grease			470.49	
Freight on Asphalt	43.23 Ton	@ $8.091	349.81	
Move In			73.92	
Small Tools and Misc. Supplies			35.00	
Bond			111.90	
Home Office and General Overhead			847.85	5,401.09
Materials:				
MC-2 Asphalt	4.63 Ton	@ $34.03	158.57	
85-100 Asphalt	38.60 Ton	@ $26.98	1,041.39	
Crushed Mineral Aggregate			1,515.65	2,715.61
Bechtel Bros., La Grande				3,178.63
				$ 15,534.58
Cash reimbursement from City of Heppner for 500 cubic yards of mineral aggregate not used				1,200.00
				$ 14,334.58

Remarks:

This was a "State Project" consisting of the construction of 0.16 mile of highway roadbed, involving 1,345.7 cubic yards of roadbed excavation; the construction of 0.16 mile of base, involving 1,495 cubic yards of quarry-run rock and 380 cubic yards of State-furnished aggregates; and the construction of 0.16 mile of asphaltic concrete pavement, involving 682.825 tons of asphaltic concrete on Court Street in the City of Heppner in Morrow County.

This project was bid and awarded March 27, 1958 and completed July 2, 1958.

The contractor started work on this project May 19, 1958, using a 955 Caterpillar Traxcavator and a #12 Caterpillar grader on excavation. Excess excavated materials were hauled by three dump trucks to a disposal site on South Main Street. Two days work required to complete the subgrade.

Placing of quarry-run base rock, obtained from a state-controlled talus deposit located adjacent to the northerly side of Willow Creek County Road, about .5 mile southeasterly from the south end of the project, was started on Wednesday. 50% of the base was placed this day. A Hyster Grid roller, drawn by the 955 caterpillar was used to reduce and compact the base.

No more activity took place until June 10th. Bechtel Bros., Construction moved in and began setting up steel forms for the curbs. Forms were all set and curbs poured by the end of the week. The use of steel forms produced a very neat and uniform curb. Backfilling of curbs was completed the following week.

The balance of the quarry-run base and the 3/4"-0 leveling course was finished Wednesday, June 25th and the binder shot and placed Thursday.

The contractor began hauling and placing the Asphaltic concrete on Monday, June 30th. The "A.C." plant was set up at Umatilla and the hot mix hauled 54 miles to Heppner. The contractor had an agreement with the City of Heppner, that for a reimbursement of $1,200 he would furnish the mineral aggregates, mix the asphaltic concrete, and haul to Heppner.

It is to be noted here that the contractor suffered a small loss on the asphaltic concrete. This, I believe, was due to the long haul; the cost of mineral aggregates, in a greater quantity than anticipated; and to the low bid for Class "B" asphaltic concrete produced under these circumstances.

A very small margin of profit was made and this may have been due to some delays caused by the labor strike and the increased cost of labor to the contractor.

M.N. Juve
Chief Cost Analyst

By G.K. Hanson

FORM E-122X 12,500 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
V. R. JONES

NOTED
Harold C. Ayers

La Grande, Oregon
November 5, 1958

Mr. Vic Groshens
City Superintendent
Heppner, Oregon

RECEIVED
1958
COUNTY & CITY RELATIONS
ENGINEER

Dear Sir:

Mr. Wilbur, Resident Engineer, on the City of Heppner work advises that there was 360 cubic yards of 3/4" - 0 material taken from the county stockpile.

This in answer to your letter of October 23rd, addressed to Mr. Ayers of our County and City Relations.

Trusting that this is t[illegible] you wish.

[illegible] yours,

A. F. Parson
Division Engineer

AFP:gb
cc - Mr. H. C. Ayers

NOTED
JOHN D.

NOTED
C. G.

10-27-58

HEPPNER, S. Court Street Project

Breakdown of Total Cost of Construction

	Item	Qty.		@	Total
1.	Clear & grub	All		$--	$ 500.00
2.	Drainage excavation	15.43	c.y.	6.00	92.58
3.	General excavation	1345.7	c.y.	1.00	1,345.70
4.	12" concrete sewer pipe	81	l.f.	2.50	202.50
5.	Concrete catch basins	2	each	120.00	240.00
6.	Concrete curbs	47.01	c.y.	60.00	2,820.60
7.	Quarry run rock	1495	c.y.	1.50	2,242.50
8.	Tractor and grid roller	15	hours	20.00	300.00
9.	Haul and place 3/4"-0"	380	c.y.	1.00	380.00
10.	Sprinkling	13.2	M/gal.	4.00	52.80
11.	Preparation of base	0.16	miles	1500.00	240.00
12.	Haul & place 3/4"-0" in leveling course	40.0	c.y.	2.00	80.00
13.	MC-2 asphalt in binder	4.63	tons	60.00	277.80
14.	Class B asphaltic concrete	682.825	tons	9.00	6,145.43

Payment to contractor	$14,919.91
Engineering & contingencies	1,481.17
Survey & plans	1,043.39
TOTAL COST - - - - - - -	$17,444.47

HCA:mm
10/27/58

RECEIVED

FOR FILING 325-1705

5148

File

OREGON STATE HIGHWAY DEPARTMENT
(date)

August 13, 1958

(CONTRACT NO.) (EST. NO.) (CONTRACTOR)

5148 3 Final Russell Olson Construction Co., Inc.

(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

18294 H220190 $ 231.98 8/13/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

G. R. Winchcomb
ACCOUNTING DIVISION

Specified completion date:	60 workdays from Apr. 14, 1958
Time Extensions:	None
Completion Date:	July 2, 1958
Date Accepted:	July 31, 1958
Penalties:	None of record
Claims:	None of record
Remarks:	

Date: Aug. 12, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: AUG 1 3 1958
GRW

NOTED ON CARD
em

RECEIVED
AUG 1 1958
FOR FILING

July 31, 1958

CERTIFIED MAIL

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco, California

Gentlemen:

State Highway contract #5140 for work performed on the city street project (Court Street) in Heppner, Umatilla County, was completed by the contractor, Russell Olson Construction Company, Inc., on July 2, 1958, but has not as yet been accepted by the Commission.

Final payment in the amount of $231.98 will be released to the contractor after acceptance by the Commission. The total contract amount is $14,919.91, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

do

cc: Glens Falls Insurance Company
Penland-Williamson Agency
Pendleton, Oregon

noted on card

Form E-1—10M

A

325-1705

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 11, 1958

Section Heppner (Court Street)

Kind of work Grading and Paving

Highway City Street County Morrow

Section prefix 325-1705

Contractor Russell Olson Construction Co., Inc.

Contract number 5148

Date of contract March 27, 1958

Specified work days 60

Date work started May 19, 1958

Work days used 30

Project authorization $17,210.25

Exclusive of engineering $15,986.41

Per cent of time elapsed 50 %

Estimated cost of completed project, exclusive of engineering $15,986.41

Estimated per cent overrun or underrun . . . . ~~100~~ None %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization $1,223.84

Engineering cost to date $1,267.10, + 3.5 %

Date project was completed July 2, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final estimate was prepared and sent to La Grande Monday of this week.

CONSTRUCTION DIVISION
RECEIVED
JUL 14 1958
NOTED-- CE ACE ACE COE.

Noted
M. N. Juve

Signed Russell J. Wilbur Russell J. Wilbur

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.16	0.16			0.16
Miles partially completed					
Miles completed	0.16	0.16			0.16
Total estimated quantities (contract)	1,240 CY	1,900 CY			620 Tons
Total quantities corrected to date	1,345.7 CY	1,935 CY			705.302 Tons
Estimated quantities moved or placed to date	1,345.7 CY	1,935 CY			705.302 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Partly Cloudy-Warm		
Tuesday	Clear-Warm		
Wednesday	Hot		
Thursday	Hot		
Friday	Hot		
Saturday			

RECEIVED
APR 30 1958
FOR FILING

5145

FORM E-128

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Apr. 29, 1958

Russell Olson Construction Co., Inc.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5148, awarded Mar. 27, 1958,
for grading and paving on the Heppner
(Court Street) Section of Morrow County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

NOTED
V. R. JONES

April 7, 1958

NOTED
Harold C. Ayers

Mr. Ted Smith
City Recorder
Heppner, Oregon

NOTED
John F. Hagemann

Dear Sir:

On March 27, 1958, the State Highway Commission awarded Contract No. 5148 to Russell Olson Construction Company for the reconstruction of Court Street in Heppner.

Enclosed for the City's records is a copy of the contract and plans.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Encl.

NOTED
C. G. SWENSON

RECEIVED
MAR 31 1958
FOR FILING

[illegible]

514

March 31, 1958

Russell Olson Construction Company
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958, awarded to you State Highway Contract No. 5148 for grading and paving on the Heppner (Court Street) Section on Court Street in the City of Heppner, in Morrow County.

This award was based on your bid of $15,248 which was the low bid submitted to the Commission the 27th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAR 21 1958
FOR FILING

325-1705

5148

March 21, 1958

~~Mr. Ted~~ Smith, City Recorder
City Hall
Heppner, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Heppner covering the Special City Allotment project on Court Street in Heppner.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAR 24 1958
FOR FILING

Salem, Oregon
March 21, 1958 So. State Hwy St. Fund #97

$250,000 Fund (1958) Agreement
City of Heppner

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham

Attached is a conformed copy of an agreement with the City of Heppner covering the Special City Allotment project on Court Street in Heppner.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Heppner, Oregon.

Secretary

rn
Attach: 1

FORM 230—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 13, 1958

SUBJECT: $250,000 Fund (1958) Agreement
City of Heppner

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Court Street in Heppner. Two copies have been executed by the city and are now ready for signature by the Highway Commission. Both copies have been approved by Mr. Williams.

The project was approved by the Commission on December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
ASST STATE HIGHWAY ENGINEER
Date March 13, 1958

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-5-57 Minute Page 37
Secretary

RECEIVED
MAR 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

ORDINANCE NO. 356

3-3-58

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF HEPPNER, OREGON AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF COURT STREET FROM CANNON STREET TO MAY STREET, A DISTANCE OF APPROXIMATELY 0.17 MILES AND DECLARING AN EMERGENCY.

Whereas the City of Heppner, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision or ORS 366.800 and 366.805, and,

Whereas the State Highway Commission has accepted such application for the improvement of Court Street from Cannon Street to May Street a distance of approximately 0.17 mile, and

Whereas in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $20,000 and the City of Heppner to pay all cost in excess of $20,000, the City of Heppner does ordain as follows:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Heppner, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Court Street from Cannon Street to May Street and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the spring and summer of 1958 when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Heppner, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter Dated December 20, 1918.

AYES 6

NAYES None

Submitted to and approved by the Mayor the 3rd day of March, 1958

By William C. Collins
Mayor

ATTEST: Ted Smith
City Recorder

NOTED
Harold C. Ayers

November 12, 1957

Mr. Victor Groshens
City Superintendent
Heppner, Oregon

NOTED
John F. Hagemann

Dear Mr. Groshens:

I am replying to your letter of November 6, 1957, regarding the improvement of Court Street in Heppner. The proposal for this improvement will be submitted to the State Highway Commission at the December meeting and you will be notified immediately thereafter as to the action taken.

The present estimate of the city's share is $1,600; however, the city will be required to pay all costs in excess of $20,000.

Regarding the property needed at the corner opposite the court house, it will be up to the city as to how much is needed to ease the corner. The state makes no demand, but will design the change on the corner to meet the city's desire and as the right-of-way allows.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

City of Heppner

OREGON

WILLIAM C. COLLINS, *Mayor*

Councilmen:

ROBERT PENLAND
ERLING THORSEN
E. E. GONTY
ALLEN CASE
AL F. LAMB
PHILIP BLAKNEY

TED SMITH, Recorder

LaVERNE VAN MARTER, JR.
Treasurer

Heppner Ore.
Nov.6,1957

Mr. Harold C.Ayers ✓
Field Engineer
County and City Relations
Oregon State Highway Dept.

Dear Sir;

The City is very anxious to know if the proposed Court Street job was granted.

We will want to call for bids on pipe this winter,and would include pipe to replace that now under the said street.also we would like to know the estimated price on curbs,so that a petition could be started this winter.and finally,How much of the corner,opposite the Court House, will be needed,this property is an estate and will be sold soon.so it may be wise for the City to bid on the entire lot.

We have the 3/4 minus oil rock in stock pile,I bought an additional 50 yards,thinking the totals might be more.

We would appreciate an earlyy reply,so that we can geton the ball.

Very truly yours

City of Heppner

Vic Groshens Supt.

RECEIVED
NOV 7 - 1957

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

City of Heppner

OREGON

WILLIAM C. COLLINS, *Mayor*

Councilmen:

ROBERT PENLAND
ERLING STORRO
E. E. GONTY
ALLEN CASE
AL F. LAMB
PHILIP BLAKNEY

TED SMITH, Recorder

LaVERNE VAN MARTER, JR.
Treasurer

August 29, 1957

Oregon State Highway Commission
County and City Relations
Salem, Oregon

250,000 1958 ✓

Attn: Harold C. Ayers

Dear Sirs:

The City Council has agreed to your recent proposal, on paving and curbing Court Street, Cannon to May Street, and agrees to pay all expense over the $20,000 State Grant.

The City will install a new water main under the new pavement, and have a stock pile of all rock needed, except the Shale base rock, and it will be available.

We wish to let you know that your generous help is deeply appreciated.

Very truly yours,
City of Heppner

By Vic Groshens T.S
Vic Groshens
City Superintendent

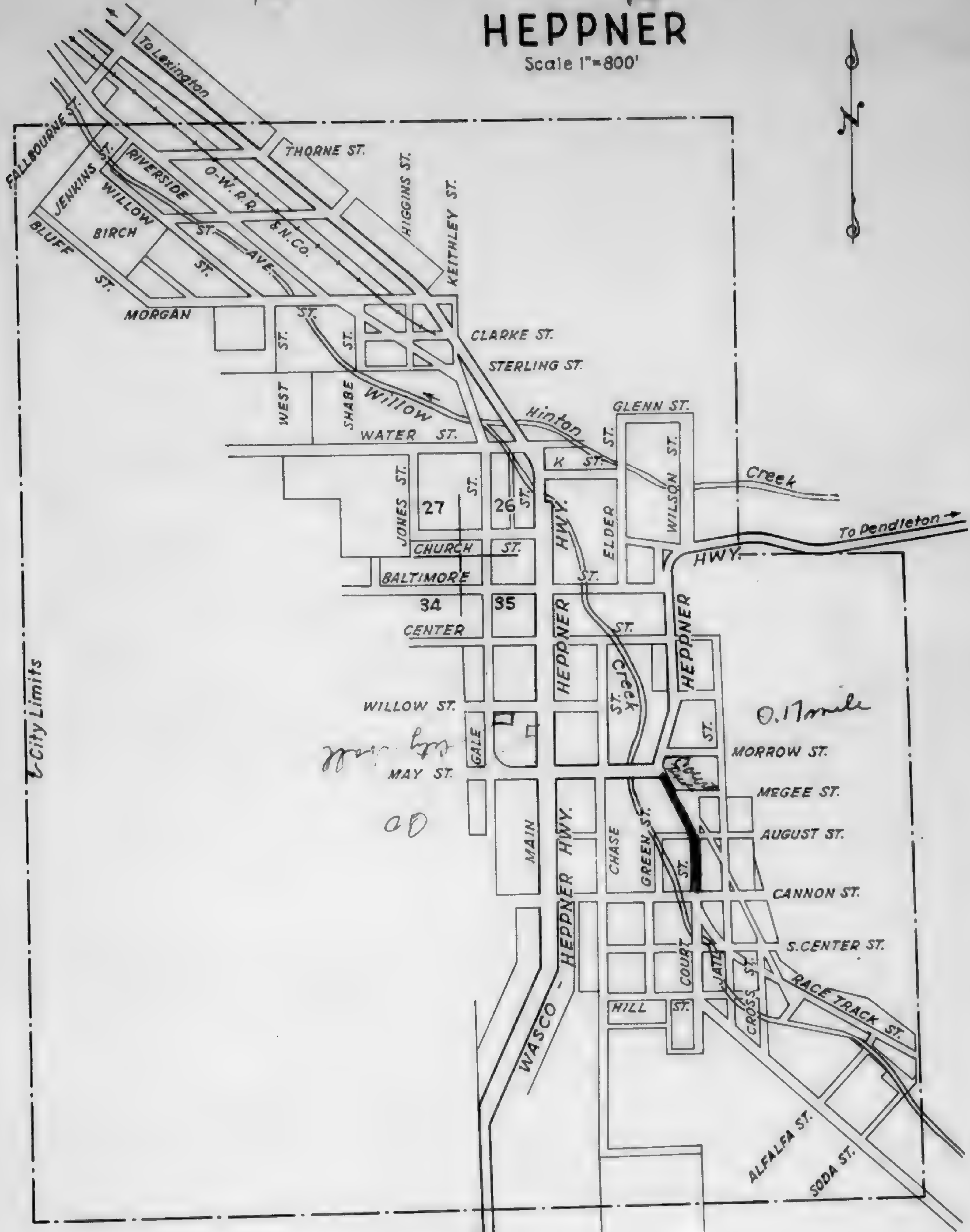
RECEIVED
SEP 3 1957
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
SEP 4 1957
OREGON
STATE HIGHWAY COMMISSION

18

HEPPNER

Scale 1" = 800'



0.17 mile

Rev. 4-1-52

NOTED
V. R. JONES

NOTED
Harold C. Ayers

April 25, 1957

NOTED
John F. Hagemann

Hon. Garnet Barratt
Morrow County Judge
Heppner, Oregon

City of Heppner,
Court Street

Dear Judge:

I wish to acknowledge receipt of your letter of April 23, 1957, regarding reconstruction of Court Street in Heppner. Your interest and information are appreciated. An investigation will be made within the next month and a recommendation for the repairs will be submitted to the Highway Commission when the entire 1958 program is composed.

Mayor Collins will approach the affected property owners with the suggestion that they cooperate in placing curbs and a 40-foot street section and stated that he would have information on this matter ready at the time of my investigation.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. C. Ayers
Field Engr., County and City Relations

HCA:mm

NOTED
C. G. SWENSON

GARNET BARRATT, *Judge*
HEPPNER, OREGON
RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month
PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

April, 23, 1957

RECEIVED
APR 24 1957
ENGINEER
[illegible]

Oregon State Highway Commission
State Highway Building
Salem, Oregon.

Attention: Harold C. Ayers

Dear Mr. Ayers:

It is our understanding that the City of Heppner have made application for the completion of a street improvement project on Court Street which was started a few years ago. As the members of the Morrow County Court consider this a vital connection between a FSA Project #502, Willow Creek county road, which is now under construction, and State Highway #74, as they intersect in front of the Morrow County court house, we wish to herewith extend our endorsement and the need for immediate consideration by the Highway Department on the construction of this remaining section of Court Street.

(1) The Morrow County Court with the co-operation of the Oregon State Highway Commission and the Federal Government are construction approximately a 12 mile county road project that will represent at least $250,000.00 outlay before it is completed. The northern terminus of this road will be at the same junction, or intersection, as this proposed street project. It is anticipated that traffic over this county road will average up to 250 vehicles per day, or twice the present average, when the county project is completed. Practically all this traffic will flow over Court Street in Heppner.

(2) During the past year the Heppner Pine Mills Co., have shifted their logging operations to a more permanent source of private timber and it is anticipated that their entire cut of logs will be transported over this county road and city streets for many years. This last hauling season up to 70 loads of 32 foot logs came over this street each working day. This coming year an increase of log traffic is contemplated.

NOTED
C. G. [illegible]

In Sunny Eastern Oregon Where Agriculture Flourishes

GARNET BARRATT, *Judge*
HEPPNER, OREGON

RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON

RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month

PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

At the present time the remaining section of the Court Street Project is breaking up badly and any effort by the city to repair the same is a wasteful expenditure.

We especially hope that when planning for this street is considered that the portion of it immediately in front of the county court house will be widened from the present 33 feet to the original platted width of 40 feet. This is an especially dangerous intersection because of the narrow width on this turn.

Trusting that you will see fit to recommend this section of Court Street for immediate planning and construction, we are,

Sincerely,

Morrow County Court

By
Garnet Barratt
Morrow County Judge.

CC: City of Heppner

CITY of HEPPNER

OREGON

~~MRS. MARY STEVENS, Mayor~~

Councilmen:
W. C. ROSEWALL
ROBERT GRABILL
ALLEN CASE
W. C. COLLINS
AL F. LAMB
PHILIP BLAKNEY

TED SMITH, Recorder

LA VERNE VAN MARTER,
Treasurer

April 2, 1957

RECEIVED
APR 3 - 1957

Oregon State Highway Commission
Salem, Oregon

Dear Sirs:

We respectfully submit for your consideration the enclosed Resolution as adopted by the Council of the City of Heppner, at a regular meeting, April 1, 1957.

As a supplement to the Resolution and in support of the same we would call to your attention some pertinent facts relative to the formal application.

(1) When application was approved by the Highway Commission for the original Project on Court Street beginning at the intersection of Highway #74 and Court Street and ending at the intersection of Race Track and Alfalfa Streets in the year 1952, it is our understanding that approval was given for the entire project. However, a change of plans and specifications that increased the cost beyond the allocated funds made it necessary to curtail at least one half of the original project. This unfinished portion, between Cannon Street and the intersection of Court Street and Highway #74 is now breaking up badly, and to allocate further funds for repairs is an economic waste.

(2) Since 1952 many new homes have been built in the residential area served by this project, which have increased the volume of traffic. A heavier movement of traffic to and from Pioneer Memorial Hospital has also added to traffic count.

(3) The Morrow County Court has assured us that with the reconstruction and paving of a twelve mile section of the Willow Creek County Road, which is expected to be completed in the Summer of 1957 that the average traffic over the Willow Creek section will be increased two fold. The Northern terminal of the Willow Creek County Road will be at the same junction as this proposed project, and the increased traffic from this county road must flow over it.

(4) During the past year the Heppner Pine Mills have shifted their logging operations to a more permanent source of timber and it is anticipated that their entire cut of logs will continue to use this county road and street for many years. This last hauling season up to 20 loads of 32 foot logs came over this street each working day.

CITY of HEPPNER

OREGON

~~MRS. MARY STEVENS, Mayor~~

Councilmen:
W. C. ROSEWALL
ROBERT GRABILL
ALLEN CASE
W. C. COLLINS
AL F. LAMB
PHILIP BLAKNEY

TED SMITH, Recorder

LA VERNE VAN MARTER,
Treasurer

April 2, 1957

RECEIVED
APR 3 - 1957

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Salem, Oregon

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CITY of HEPPNER

OREGON

[illegible]

Councilmen:
W. C. ROSEWALL
ROBERT GRABILL
ALLEN CASE
W. C. COLLINS
AL F. LAMB
PHILIP BLAKNEY

TED SMITH, Recorder

LA VERNE VAN MARTER,
Treasurer

We sincerely believe that the completion of this section of street is of vital importance to the citizens of Heppner and the surrounding country and trust that our request for assistance will be given every consideration.

Yours very truly,

City of Heppner, Oregon

By- Ted Smith

Ted Smith, City Recorder

No. 18

RECEIVED
APR 3 - 1957

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Heppner is an incorporated city of the State of Oregon, and has a population of 1648, as given by the latest official census, and

WHEREAS, the following streets of said city, ____________________

Form cc-50 (1953 Rev.)
Special City Allotment

Court Street between Cannon and May Street

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Court Street between Cannon and May Streets

Being an unfinished part of the project started by the State in 1952.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Heppner does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate the City Recorder as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 1 st day of April, 1957.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

--------- ---------

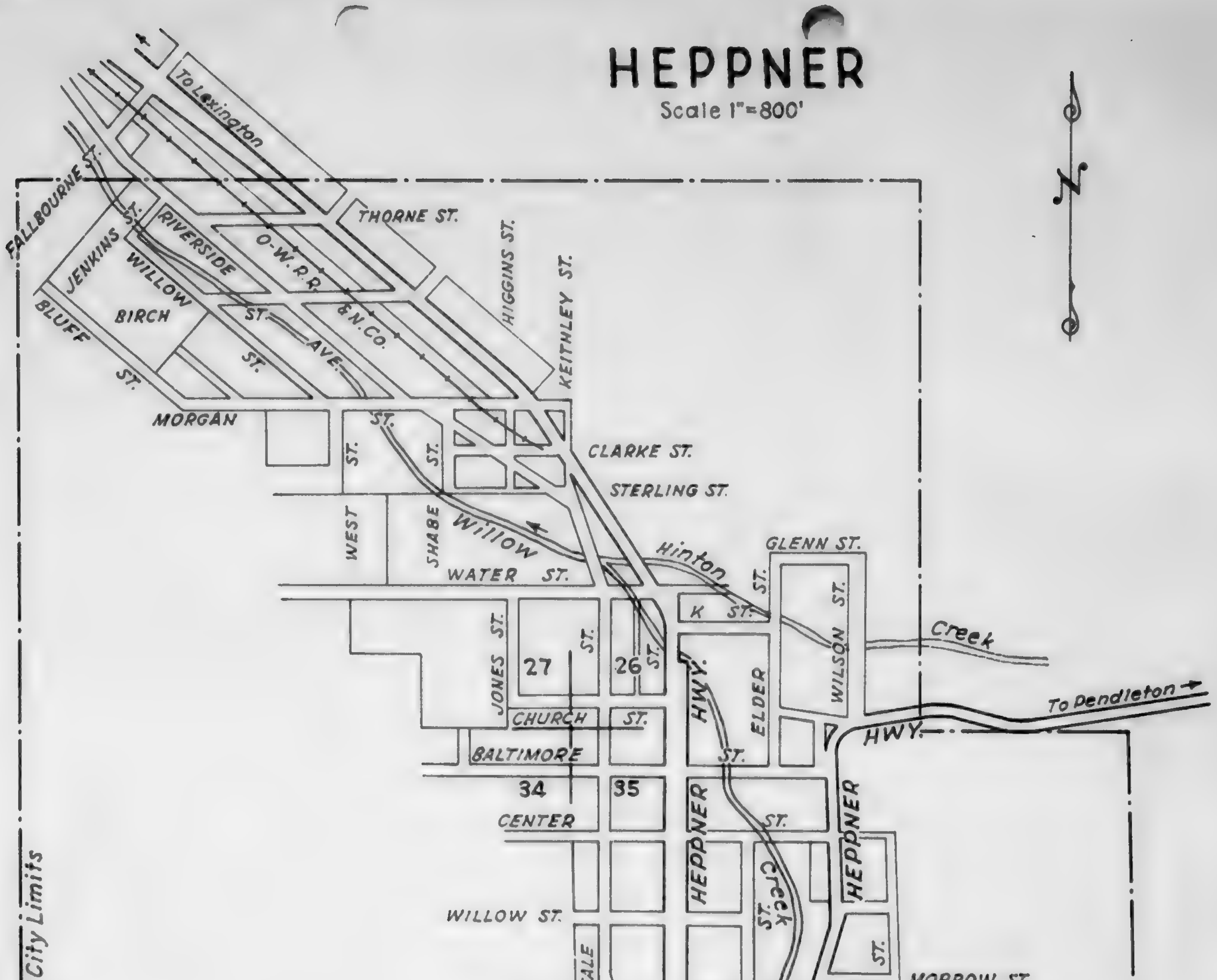
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Heppner at a regular or special meeting of said Council, held on the 1st day of April, 1957, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 2nd day of April, 1957.

Ted Smith
City Recorder

HEPPNER

Scale 1"=800'



Rev. 4-1-52

F-300(11) Wallace Br.-Sheridan Sec., 1958
Illumination Install.
#5149

RECEIVED
[illegible]EC 12 1958
FOR FILING

F-300 (12)

5149

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 28, 1958

SUBJECT: Contract No. 5149
Wallace Bridge-Sheridan Section
Santiam River Highway
Illumination Project

To: Ivan Merchant
Bridge Engineer
BUILDING

I attach hereto a copy of Mr. L. E. George's letter of November 20, to Mr. Johnson on the above mentioned subject and to advise that in accord with the discussion between our offices, we are requesting Mr. Widdows to submit a State Force Order to you in the amount of $250 to correct this matter, understanding that there is sufficient money left in this contract to cover this item.

We are taking steps to see that this error in specifications is corrected in future projects.

ORIGINAL SIGNED BY J. AL HEAD
Ass't. Traffic Engineer

J. Al. Head
Assistant Traffic Engineer

JAH:bb
cc: G. S. Paxson (Attachment)
J. D. Walker (Attachment)
W. O. Widdows (Attachment)
Attachment

RECEIVED
DEC 1 1958
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 20, 1958

SUBJECT: Equipment Revision
Wallace Bridge-Sheridan Section
Illumination Project

Contract No. 5149

$250

To: Val Johnson
Traffic Control Engineer
OFFICE

As you know, the illumination contract project on the above mentioned section of OR 18 was completed several months ago. Immediately prior to the completion of this project, the writer was informed by the Bureau of Labor that the step-down transformers which were used to reduce the distribution voltage from 220 down to 110 volts at each pole location would not meet the requirements for an outdoor type of transformer.

The contractor had purchased these transformers on the basis of specifications written by this office and was therefore not required by the contract to remove and replace these units with equipment approved by the State Bureau of Labor.

Mr. Volheye, who is the Superintendent of all State electrical inspectors, was informed by the writer that the Highway Department would continue with the installation of this material on this particular project. At such time as the project is completed, the Highway Department would conduct a final inspection in order that the contractor could be paid and released from the contract. It was proposed to Mr. Volheye that after the project had become the property of the State, the State would then proceed with the installation of weatherproof cabinets in which each of these transformers could be enclosed, thereby, resulting in a weatherproof type of installation. This proposal met with Mr. Volheye's approval. There are 13 of these step-down transformers which must be installed in weatherproof cabinets. The estimated cost of this revision is $250. This revision could be performed either as a Minor Betterment item or as a maintenance item.

Would you please advise this office as to the course of action which should be taken to correct this installation to the Bureau of Labor standards. It should be mentioned that specifications have been revised to the extent that all future transformer installations will be of the weatherproof type.

L. E. George
Traffic Operations Engineer

LEG:bb

RECEIVED
SEP 17 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTME
(date)
September 10, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5149	3 F.	Rochat Electric	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20508	H222430	$2,210.43	9-10-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from Apr. 10, 1958

Time Extensions: None

Completion Date: Aug. 12, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 15, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 15 1958
GKL

NOTED ON CARD
CM

RECEIVED
[illegible] 1958
FOR FILING

5149

Sept. 2, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

State Highway Contract No. 5149 for illumination installation on the Wallace Bridge-Sheridan Section of the Salmon River Highway in Yamhill County was completed by the contractor, Rochat Electric on Aug. 12, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $2,210.43, will be released to the contractor after acceptance by the Commission. The total contract amount is $17,683.50, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Alfred J. Davis,Co., Inc.
2323 N. W. Flanders
Portland, Oregon

NOTED ON CARD
em

RECEIVED Contract 5149

FOR FILING

5149

Monthly Transaction No. 6-79	For (5-20-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
Project Report No. F-3[illegible](11) 6	**FEDERAL-AID PROJECT AGREEMENT**	County Yamhill
		Project No. F-300(11)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Illumination at Sheridan and East Sheridan Interchanges, at south city limits and 0.5 mile east of Sheridan, respectively (SH-39).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3/12/58	0.0
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 19,452.00	Federal funds $ 12,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Wm. McAry
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer June 23, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Valley Junction - Sheridan Section, Project No. F-300(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

[illegible]

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Valley Junction-Sheridan Section
Salmon River Highway
Polk & Yamhill Counties

NATURE OF WORK:

Illumination

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5149 5149 Rochat Electric 3-27-58

DATE OF COMPLETION: 100 workdays from 4-10-58

REMARKS:

May 5, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Valley Junction-Sheridan Section, Project No. F-300(11).

Very truly yours,
W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:bb

Oregon State Highway Department

Federal Aid
Project No. F-300(11)

VALLEY JUNCTION-SHERIDAN SECTION OF THE SALMON RIVER HIGHWAY IN POLK & YAMHILL COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code T030
Illumination (Sta. 489+00 to Sta. 514+70)(Sta. 560+00 to Sta. 584+60)(Contract No. 5149)

Sheridan Interchange-Illumination	All Required	$ 8,891.50
East Sheridan Connection -Illumination	All Required	8,792.00
	Subtotal	$17,683.50
	10% Engr. & Cont.	1,768.35
	Total	$19,451.85

Length of Project . . . . 0.000 mile

SUMMARY OF FUNDS

Federal Funds.	$12,000.00
State Funds.	7,451.85
Total Cost	$19,451.85

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. F-300(11)

VALLEY JUNCTION-SHERIDAN SECTION OF THE SALMON RIVER HIGHWAY IN POLK AND YAMHILL COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 3, 1958

Type Code Y030
Illumination (Sta. 489+80 to Sta. 514+70)(Sta. 560+00 to Sta. 584+60)

Sheridan Interchange-Illumination	All Required	$ 9,100.00
East Sheridan Connection-Illumination	All Required	8,500.00
	Subtotal	$17,600.00
	10% Engr. & Cont.	1,760.00
	Total	$19,360.00

Length of Project 0.00 Miles

Federal Funds	$11,900.00
State Funds	7,460.00
	$19,360.00

RECEIVED
APR 3 1958
FOR FILING

5149

FORM [illegible]

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Apr. 29, 1958

Rochat Electric
4636 N. Williams Ave.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5149, awarded Mar. 27, 1958, for illumination installation on the Wallace Bridge-Sheridan Section of the Salmon River Highway in Yamhill County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 31 1958
FOR FILING

5149

March 31, 1958

Rochat Electric
4636 N. Williams Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958, awarded to you State Highway Contract No. 5149 for illumination installation on the Wallace Bridge-Sheridan Section of the Salmon River Highway in Yamhill County.

This award was based on your bid of $17,683.50 which was the low bid submitted to the Commission the 27th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HDG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant

RECEIVED
1958
FOR FILING
F-300(H)
5149

Salem, Oregon
January 21, 1958

Request of City of Sheridan for lights

Mr. F. B. Crandall

Herewith copy of letter from the City of Sheridan, dated January 9, with reference to illumination of two interchanges. We were committed to this illumination a long time ago and must go through with it. Will you please get the plans and specifications ready so that this may be put under contract as soon as possible.

G. S. Paxson

GSP:gm
Encl.

cc Mr. W. C. Williams

RECEIVED
JAN 23 1958
FOR FILING

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 21, 1958

SUBJECT: Request of City of Sheridan for lights

To:

Mr. F. B. Crandall

Herewith copy of letter from the City of Sheridan, dated January 9, with reference to illumination of two interchanges. We were committed to this illumination a long time ago and must go through with it. Will you please get the plans and specifications ready so that this may be put under contract as soon as possible.

G. S. Paxson

GSP:gm
Encl.

cc Mr. W. C. Williams

Cecil Harrison,
Fire Chief

Harry V. Hayes,
Chief of Police

Fred Bozeman, Mayor

City of Sheridan
Sheridan, Oregon

Sharon L. Agee, Municipal
Judge & Recorder

Opal Hargadine,
City Treasurer

January 9, 1958

REFERRED TO
Paxson
By State Highway Engineer

Please discuss with me.

Mr. W. L. Williams, Chief Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Please be advised, at the January 6 meeting, the Sheridan City Council requests, lights be installed at the cloverleaf, south of Sheridan, and also at the V, east of Sheridan, where the new highway by-passes Sheridan.

We believe this request is not out of order, since we were under the impression our earlier request for lights at the aforementioned places was to have been granted.

Yours truly,

Sharon L. Agee

Sharon L. Agee, City Recorder
City of Sheridan

SA:oh

RECEIVED
JAN 10 1958
OREGON
STATE HIGHWAY COMMISSION

p

RECEIVED
AUG 9 1957
FOR FILING

F-300 (11)

5149

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August [illegible]

NOTED
G. S. PAXSON

SUBJECT: Proposed Programming
Wallace Bridge Interchange

To: [illegible] Nash
Federal Aid Engineer
[illegible]

There are attached sketch maps and programming data for the illumination of the Wallace Bridge Interchange on the Valley Junction-Wallace Bridge Unit of the Salmon River Highway. Will you please care for the programming of this installation.

F. G. Crandall
Traffic Engineer

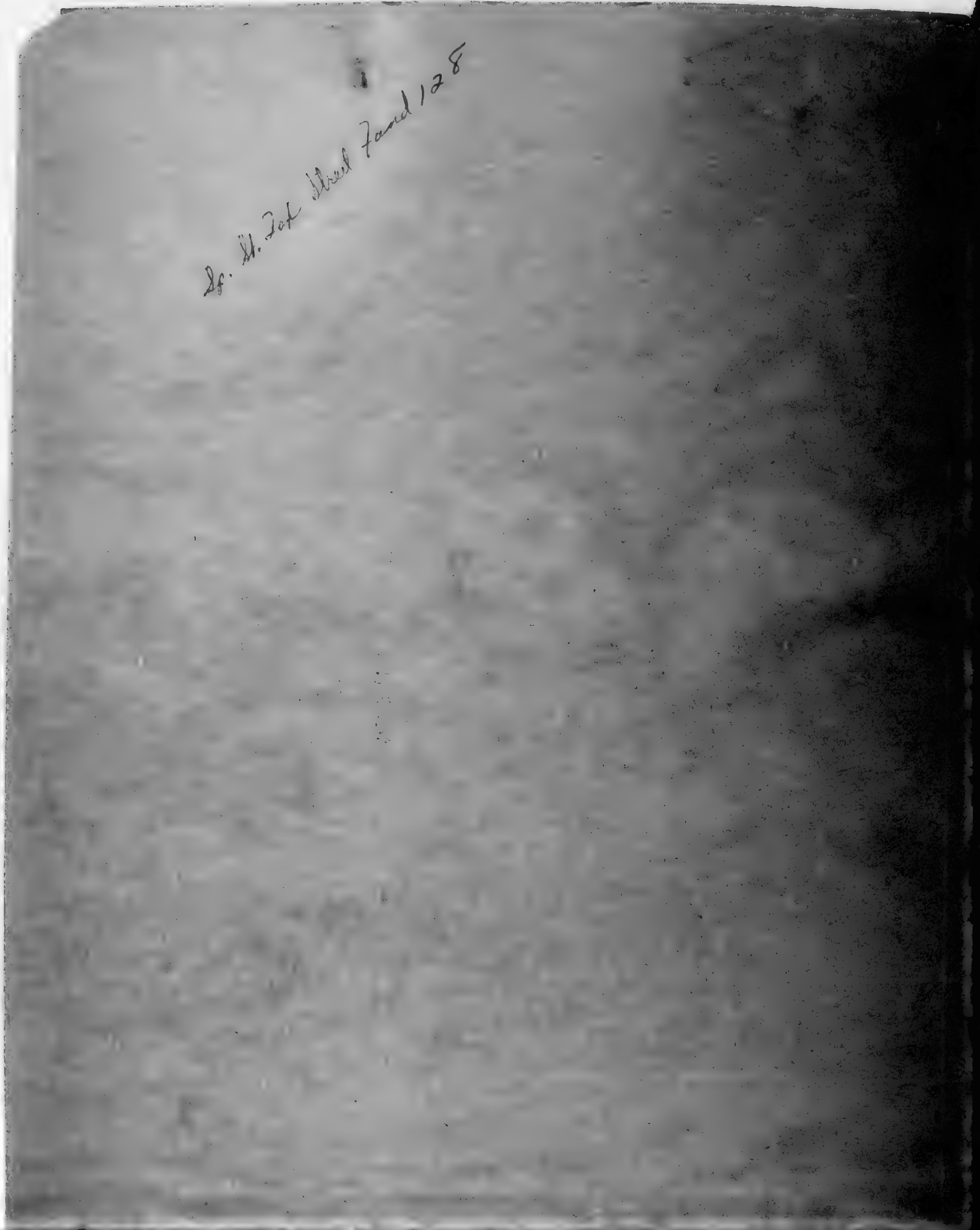
VRJ:kg

Attachments

mc: G. S. Paxson

RECEIVED
AUG 7 1957
OFFICE OF
STATE HIGHWAY ENGINEER

301-1701 Haines (4th St.) Sec. 1958
(Grad. & Pav.)
#5150



Sg. St. Tof Steel Fand 128

RECEIVED
SEP 23 1958
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
(date)

Sept. 19, 1958

[illegible] (CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5150 (VOUCHER NO.)	4 Final (WARRANT NO.)	Arthur Simonson & Co. (AMOUNT)	(DATE)
21700	H223581	$ 538.50	9-19-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chopweske
ACCOUNTING DIVISION

Specified completion date: 70 workdays from Apr. 14, 1958

Time Extensions: None

Completion Date: July 31, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 19, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 22 1958
GKW

NOTED ON CARD
om

RECEIVED
SEP 11 1958
FOR FILING

301-2262

5150

Sept. 11, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5150 for grading and paving on the Haines (Fourth St.) Section in Baker County was completed by the contractor, Arthur Simonsen & Co., on July 31, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $538.50 will be released to the contractor after acceptance by the Commission. The total contract amount is $16,152.18, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED
[illegible] 1958
FOR FILING
[illegible]
[illegible]

Aug. 19, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

It is the intention of the State Highway Commission to release to Arthur Simonsen & Company a portion of the funds heretofore retained by the Commission on Contract No. 5150, for grading and paving on Haines (Fourth St.) Section in Baker County.

This payment, in the amount of $7,651.59, reduces the retained percentage to the lump sum of $500.00. The present payment will be released on or after Aug. 29, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—10M

301-1701

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 1, 1958, 19

Section Haines (4th St.)

Highway city street County Baker

Contractor Arthur Simonsen & Co.

Date of contract March 28, 1958

Date work started April 21, 1958

Project authorization $18,626.06

Exclusive of engineering $17,301.54

Kind of work Grading and Paving

Section prefix 301-1701

Contract number 5150

Specified work days 70

Work days used 46

Per cent of time elapsed 65.7 %

Estimated cost of completed project, exclusive of engineering . . . . $ 16,000.00

Estimated per cent overrun or underrun . . . . 7.0 %

Per cent of contract completed, based on total contract price . . . . 92.5 %

Engineering authorization . . . . $ 1,324.52

Engineering cost to date $ 1,460.21 110.2 %

Date project was completed July 31, 58, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished paving Tuesday.

The remaining work on this contract was finished Thursday of this week. The semi-final estimate will be submitted next week.

CONSTRUCTION DIVISION
RECEIVED
1958
NOTED

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed L. C. Stratton

Address Rand Bldg., Baker

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.22	0.22		0.22	0.22
Miles partially completed					
Miles completed	0.22	0.22		0.22	0.22
Total estimated quantities (contract)	300	320		5 ton	460 ton
Total quantities corrected to date	114	~~320~~ 310		5 ton	457 ton
Estimated quantities moved or placed to date	114	310		5 ton	457 ton
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					10

Men	8
Supervision	2
Men and trucks under 3 tons	4
Men and trucks over 3 tons	1
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., Hot plant 1 Paving Machine 1

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday			
Saturday			

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR [illegible]
FOR FILING

[illegible]

5150

Apr. 29, 1958

Arthur Simonsen & Co.
2755 8th St.
Baker, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5150, awarded Mar. 28, 1958, for grading and paving on the Haines (Fourth St.) Section in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

NOTED
V R JONES

NOTED
Harold C. Ayers

April 7, 1958

Mrs. Lois Coles
City Recorder
Haines, Oregon

NOTED
John F Ha[illegible]on

Dear Mrs. Coles:

On March 28, 1958, the State Highway Commission awarded Contract No. 5150 to Arthur Simonsen and Company for the reconstruction of Fourth Street in Haines.

A copy of the plans and contract is enclosed for the City's records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Encl.

NOTED
C. G. SWENSON

RECEIVED
APR 1 1958
FOR FILING

311-1701

5150

March 31, 1958

Arthur Simonsen and Company
2755 - Eighth Street
Baker, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958, awarded to you State Highway Contract No. 5150 for grading and paving on the Haines (4th Street) Section on 4th Street in the City of Haines in Baker County.

This award was based on your bid of $16,506.50 which was the low bid submitted to the Commission the 28th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAR 17 1958
FOR FILING

301-1701

5150

March 14, 1958

Mrs. Lois Coles, City Recorder
City Hall
Haines, Oregon

Dear Madam:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Haines covering the Special City Allotment project on Fourth Street in Haines.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

R

files

RECEIVED
MAR 24 1958
FOR FILING

Salem, Oregon
March 14, 1958

Spec. State Int St. Funds
#128

$250,000 Fund Agreement
City of Haines

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with the City of Haines covering the Special City Allotment project on Fourth Street in Haines.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Haines, Oregon.

Secretary

rn
Attach: 1

FORM E30—50M—2-57—1478

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 4, 1958

SUBJECT: $250,000 Fund Agreement
City of Haines

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Fourth Street in Haines. Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Feb. 5 1959

AUTHORIZED BY HIGHWAY COMMISSION
DATE December 5, 1957 – see page 37 of the minutes
Secretary

RECEIVED
MAR 5 1958
OFFICE OF
STATE HIGHWAY ENGINEER

ORDINANCE NO. 95

2-26-58

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF HAINES, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF FOURTH STREET FROM RUBY STREET TO THE O.W.R. & N. property line, A DISTANCE OF APPROXIMATELY 0.21 MILES AND DECLARING AN EMERGENCY.

Whereas the City of Haines, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision or ORS 366.800 and 366.805, and,

Whereas the State Highway Commission has accepted such application for the improvement of Fourth Street from Ruby Street to O.W.R.& N. property line, a distance of approximately 0.21 mile, and

Whereas in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $20,000 and the City of Haines to pay all cost in excess of $20,000, the city of Haines does ordain as follows:

Section 1. That that certain form of agreement hereinbefore referred to be entered into by the City of Haines, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Fourth Street from Ruby Street to O.W.R. & N. property line and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement by made in the spring and summer of 1958 when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Haines, Oregon, an emergency is declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter dated February 26, 1958

RECEIVED
FEB [illegible] 1958
ENGINEER
COUNTY & CITY [illegible]

John Hamner
Carl Lillett
Floyd Conro
Wayne Fuller
Claude Toney
Frank E Long
Councilmen

Submitted to and approved by the Mayor the 26th day of February, 1958.

By
Mayor

ATTEST:

Mrs. Lois Coles
City Recorder

December 11, 1957

Mrs. Lois Coles
City Recorder
Haines, Oregon

Dear Mrs. Coles:

On December 5 the State Highway Commission approved the Special City Allotment project as shown in the attached summary.

You will be contacted at a later date to work out any details of the construction project and negotiate an agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Att.

NOTED
C. G. SWENSON

6-11-57

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Haines is an incorporated city of the State of Oregon, and has a population of 376, as given by the latest official census, and

WHEREAS, the following streets of said city, ____________________

Form cc-50 (1953 Rev.)
Special City Allotment

Fourth Street from Olson Street to the Railway tracks

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Fourth Street from Olson Street to the Railway tracks

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Haines does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate R. L. Pullen, Mayor as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 11th day of June, 1957.

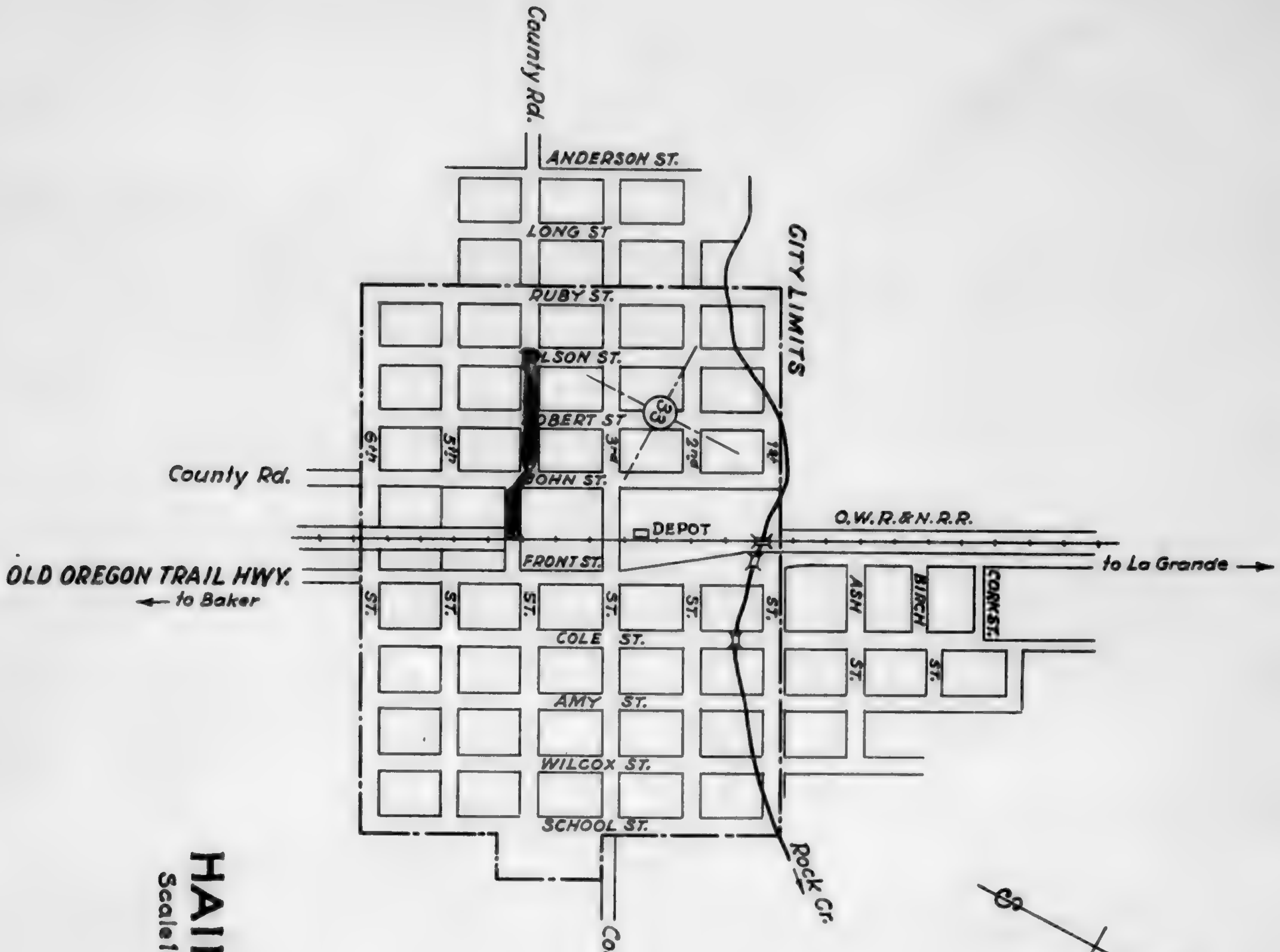
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - -   - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Haines at a regular ~~or special~~ meeting of said Council, held on the 11th day of June, 1957, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 11th day of June, 1957.

Mrs Lois Coles
City Recorder



HAINES
Scale 1"=800'

4-3317 Fort Stevens State Park 1958
Facilities
#5151

RECEIVED
SEP 10 195
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 5, 1958

(CONTRACT NO.) [illegible]	(EST. NO.)	(CONTRACTOR)	
5151 5151	4 Final	Enoch I. Maerz	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20155	J222058	$ 2,705.85	9-5-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 90 workdays from Apr. 10, 1958

Time Extensions: None

Completion Date: July 11, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks: Assignment: to North Salem Branch, U. S. Nat'l Bank of Portland

---

Date: Sept. 5, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query
ass't Secty

Warrant Mailed: SEP 8 1958
GRW

NOTED ON CARD
em

RECEIVED
AUG 28 1958
FOR FILING

5151

Aug. 27, 1958

CERTIFIED MAIL

Anchor Casualty Company
Saint Paul 14
Minnesota

Gentlemen:

State Highway Contract No. 5151 for Fort Stevens State Park Facilities in Clatsop County was completed by the contractor, Enoch I. Maerz, on July 11, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $2,705.85 will be released to the contractor, assigned to North Salem Branch, U. S. National Bank of Portland, Oregon, on or after Sept. 6, 1958. The total contract amount is $27,421.40, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Bourland Insurance Agency
1980 Fairgrounds Road
Salem, Oregon

NOTED ON CARD
em

RECEIVED
JUL 16 1958
FOR FILING

4-377
5151

Salem, Oregon
July 15, 1958

Assignment of Contract No. 5151

C. H. Maison
Auditor

Attached hereto is an executed copy of an assignment given by Enoch I. Maerz to the North Salem Branch, U.S. National Bank of Portland, Oregon, of all monies now due or which may hereafter become due him for performance of work under State Highway Contract No. 5151, construction of facilities at Fort Stevens State Park. This copy bears the approval of the Anchor Casualty Company, surety on the bond furnished by Mr. Maerz in connection with this job, and I might say that the assignment as prepared has been approved by Mr. Rohde, Assistant Chief Counsel.

H. B. Glaisyer, Secretary

HBG:jmc

Encl.

cc: Floyd Query

Mr. Query:

Attached hereto is the original of the assignment mentioned above. Please have this recorded on the card for this job and then file it in the contract.

HBG

RECEIVED
JUL 1958
FOR FILING
[illegible]
5151

Telefax **WESTERN UNION** Telefax
SENDING BLANK

CALL LETTERS FMK
CHARGE TO ANCHOR CASUALTY COMPANY

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

JULY 11, 1958
~~4:30 P.M.~~

H.D. GLAIZIER, SECRETARY
OREGON STATE HIGHWAY DEPARTMENT
SALEM, OREGON

APPROVE ASSIGNMENT FUNDS ENOCH MAERZ ON FORT STEVENS JOB CONTRACT NO. 5151.

Confirmation

C.A. Mathews
C.A.MATHEWS, ASSISTANT SECRETARY
ANCHOR CASUALTY COMPANY

NOTED
H. B. GLAISYER

(TELEPHONED TO WESTERN UNION-FM)

Send the above message, subject to the terms on back hereof, which are hereby agreed to

PLEASE TYPE OR WRITE PLAINLY WITHIN BORDER—DO NOT FOLD

1269—(R 4-55)

PM 2 09

VENS

NOTED
H. B. GLAISYER

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
JUL 1958
FOR FILING

5151

WESTERN UNION

Telefax *Telefax*

SENDING BLANK

CALL LETTERS FMK CHARGE TO ANCHOR CASUALTY COMPANY

JULY 11, 1958
~~4:30 P.M.~~

Confirmation

H.D. GLAIZIER, SECRETARY
OREGON STATE HIGHWAY DEPARTMENT
SALEM, OREGON

APPROVE ASSIGNMENT FUNDS ENOCH MAERZ ON FORT STEVENS JOB CONTRACT NO. 5151.

CA Mathews
C.A.MATHEWS, ASSISTANT SECRETARY
ANCHOR CASUALTY COMPANY

NOTED
H. B. GLAISYER

(TELEPHONED TO WESTERN UNION-FM)

Send the above message, subject to the terms on back hereof, which are hereby agreed to

PLEASE TYPE OR WRITE PLAINLY WITHIN BORDER—DO NOT FOLD

1269—(R 4-55)

RECEIVED
JUL 11 1958
SALEM
STATE HIGHWAY COMMISSION

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

04=139 MB390 (53).

M SPB550 PD=ST PAUL MINN 11 347PMC=

1958 JUL 11 PM 2 09

H D GLAIZIER SECY=
OREGON STATE HIGHWAY DEPT SALEM ORG=

APPROVE ASSIGNMENT FUNDS ENOCH MAERZ ON FORT STEVENS JOB CONTRACT NUMBER 5151=

C A MATHEWS ASST SECY ANCHOR CASUALTY CO=

NOTED
H. B. GLAISYER

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ....

($........................) Dollars, to .... paid, ... hereby sell, assign and transfer

the within claim for ....

....

....

....

....

to .... and authorize and empower

said .... to act as agent for ....

and in .... name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this .... day of ...., 19........

Executed in the presence of us as witnesses:

....

....

State Printing 78306

FORM E-128

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

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[illegible]
FOR FILING

4-3317

5151

A

Apr. 29, 1958

Enoch I. Maerz
3936 Hayesville Drive
Salem, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5151, awarded Mar. 28, 1958,
for Fort Stevens State Park Facilities
in Clatsop County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

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FOR FILING

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5151

March 31, 1958

Mr. Enoch L. Maerz
3936 Hayesville Drive
Salem, Oregon

Dear Mr. Maerz:

The State Highway Commission on March 28, 1958, awarded to you State Highway Contract No. 5151 for Fort Stevens State Park Facilities, near Astoria in Clatsop County.

This award was based on your bid of $26,694 which was the low only bid submitted to the Commission the 28th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant
C. H. Armstrong

FORM E-1[illegible]X [illegible] 8-57

1/16/58

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JAN [illegible]
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4-3317

5151

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

AGENDA
JAN 16 1958

1A-6

January 15, 1958

Oregon State Highway Commission

Gentlemen:

There has been a demand and you have approved construction of a facility for a concession at Fort Stevens State Park. It is proposed to construct this building as an enlargement of the present toilet facility on the East side of Coffenbury Lake near the car parking area.

Attached, herewith, is a floor plan of the proposed enlargement showing a 10-foot widening on either side and a 13-foot extension on the West, providing for a shower facility and clothes-changing booths. The remainder of the area on the West side is for the lessee and follows along the lines as requested by the State Board of Health. The total new space amounts to 800 square feet and is estimated to cost approximately $7,000.00, which is covered in our budget for 1958.

It would be desirable to construct this facility and advertise for a concessionnaire as early as possible.

I recommend that you approve the plan and the advertising for construction of this facility as soon as the plans can be prepared and that the advertising for a concessionnaire for this facility be carried on at the same time, along the lines as suggested for the Rooster Rock lease.

Very truly yours,

C. H. Armstrong

C. H. Armstrong
State Parks Superintendent

CHA:AJ
Encl

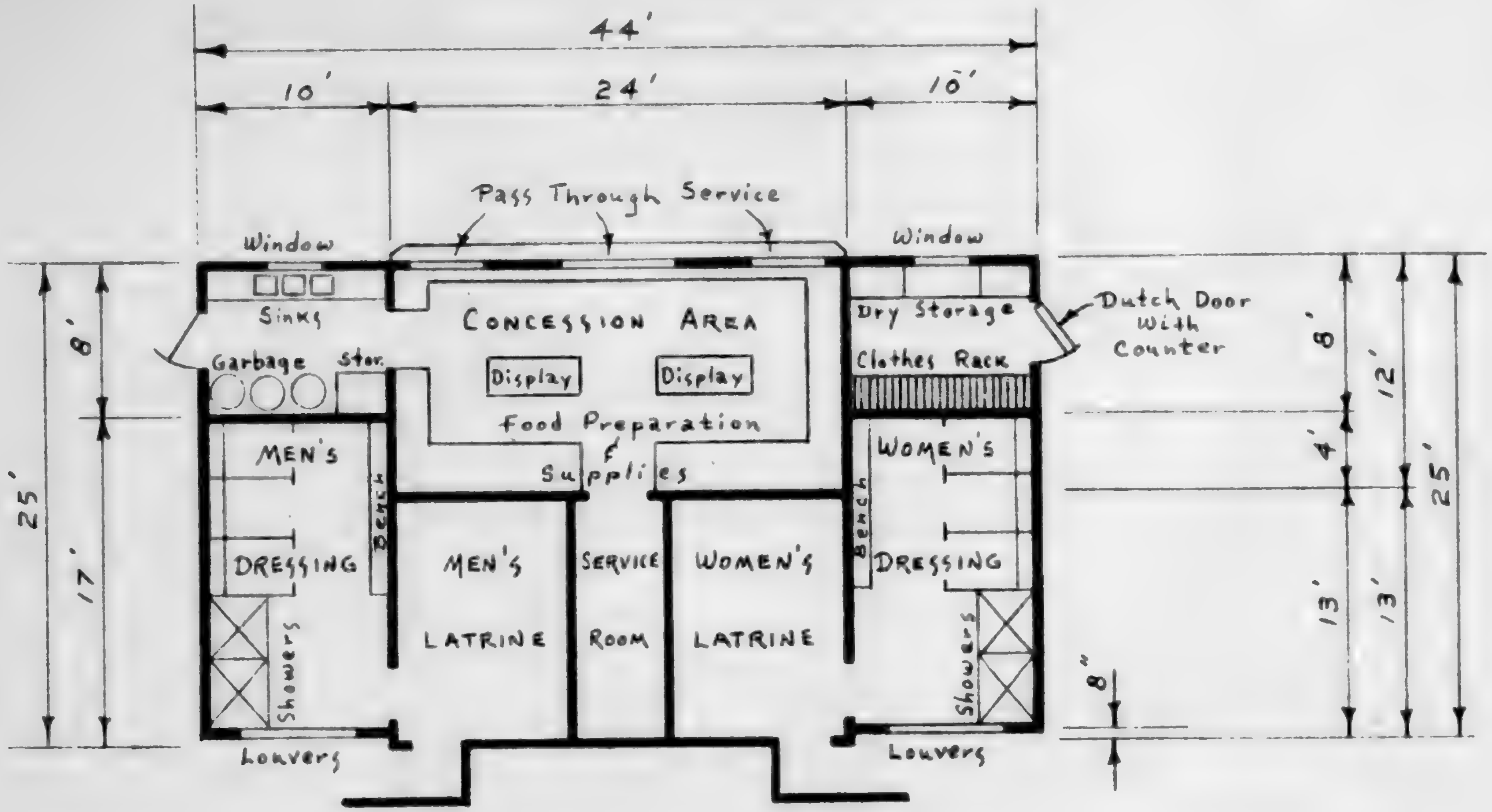
cc H. B. Glaisyer
W. C. Williams
C. N. Maison
L. I. Lindas

MAP

NOTED
H. B. GLAISYER

Parks

Lake [illegible]

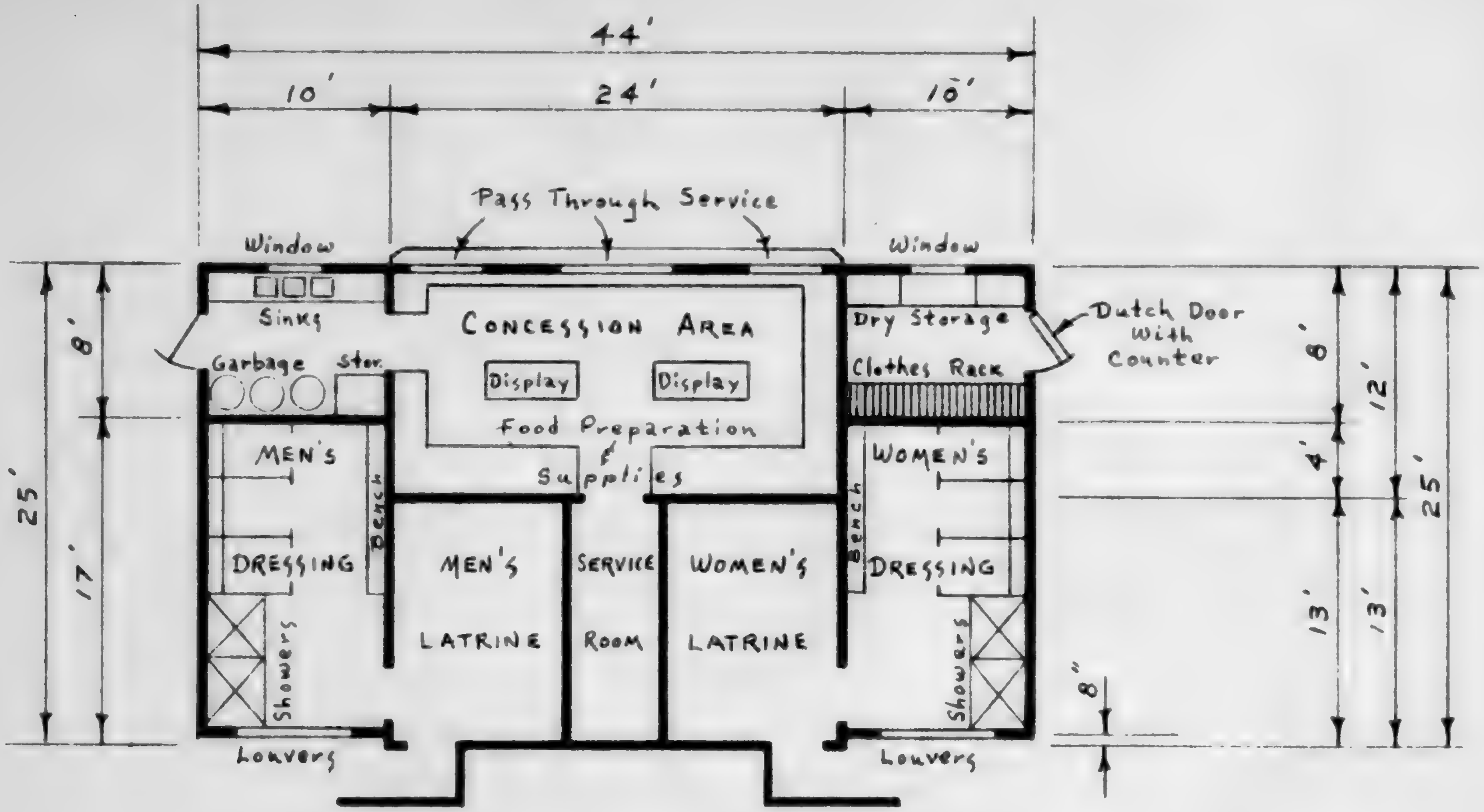


FLOOR PLAN – CONVERTING STANDARD TYPE LATRINE
TO BATHHOUSE AND CONCESSION BUILDING

Scale: 1" = 10'-0"

Drawn: Jan. 14, 1958
RIM

Lake Erie



FLOOR PLAN – CONVERTING STANDARD TYPE LATRINE
TO BATHHOUSE AND CONCESSION BUILDING

Scale: 1" = 10'-0"

Drawn: Jan. 14, 1958
RIM

110-1046 Old Faithful Slide Sec. 1958
on the Dillard Hwy.
#5152

RECEIVED

FOR FILING

352

July 24, 1958

Mr. Floyd Larsen
General Delivery
Fairfield, Idaho

Dear Sir:

In reply to your letter of July 21, the total of material removed on Old Faithful Slide under Contract No. 5152 is 34,094.6 cu. yds. This contract, awarded to Funderburk Const. Corp., Box 247, Sutherlin, was completed June 5, 1958, and accepted by the Highway Commission June 19, 1958. Final payment was mailed to the contractor on July 14, 1958.

The American Casualty Co. of Reading, Pa., through Rodgers Insurance Agency, Inc., 803 Title & Trust Bldg., Portland 4, furnished the performance bond for this contract. The bond is given to assure completion of the work and payment of all bills incurred in it.

If you wish to file a claim against the contract, you should make the filing with the Secretary of State within six months after acceptance of the contract so that your claim will be protected under the bond. Attached are excerpts from the Oregon Laws outlining the procedure for filing. It would be appreciated if you would send us a copy of your claim, showing the amount and other pertinent information.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

FAQ:fp

REFERRED TO
Quinn
BY SECRETARY
prepare reply

Fairfield, Ida.
July 21 195

The State Highway Commission
Salem, Oregon

Dear Sir:

I am writing to you for some information.

In April I and another fellow took a contract from Funderburk Construction to do the trucking on The Old Faithful slide out of Gillard.

So far we have never got settled up with Mr. Ed Funderburk.

Will you drop me a line to let me know what the total yardage after the cross-section and also if Ed has recieved the final pay off.

Thank you

Floyd Larsen
Gen. Del.
Fairfield
Idaho

RECEIVED
JUL [illegible] 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 11, 1958

(CONTRACT NO.) 112-46	(EST. NO.)	(CONTRACTOR)	
5152	4 Final	Funderburk Construction Corp.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15345	H217035	$ 522.29	7-11-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 60 workdays from Apr. 14, 1958

Time Extensions: None

Completion Date: June 5, 1958

Date Accepted: June 19, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: July 11, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:
JUL 14 1958
GC.

NOTED ON CARD

RECEIVED
JUL - 1958
FOR FILING

July 3, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

State Highway Contract No. 5152 for grading on the Old Faithful Slide Section of the Dillard Secondary Highway in Douglas County was completed by the contractor, Funderburk Const. Corp., on June 5, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $522.29 will be released to the contractor on or after July 14, 1958. The total contract amount is $17,409.74, of which amount $447.28 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUL [illegible] - 1958
FOR FILING

5152

Salem, Oregon
June 30, 1958

Increase in Authorization
Contract No. 5152

Mr. C. C. Gall
Resident Highway Engineer
Myrtle Creek, Oregon

This is to advise you that at its meeting June 19, 1958, the Highway Commission approved an increase of $1,900.00 in project authorization on Contract No. 5152, Old Faithful Slide Section in Douglas County.

The new project authorization is $19,090.00.

DBP:mfh

S. H. Probert
Office Engineer

cc: Mr. F. D. Morgan

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JUN 25 1958
FOR FILING

11-1642

5152

June 24, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Funderburk Construction Corp. in connection with Contract No. 5152, for grading the Old Faithful Slide Section of the Dillard Secondary Highway in Douglas County. This payment, in the amount of $2,964.92, will be released to the contractor on or after July 5, 1958. The retained percentage is $522.29.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: Rodgers Ins. Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
om

RECEIVED
JUN 1958
FOR FILING

[illegible]-1591

5152

June 12, 1958

Oregon State Highway Commission

Gentlemen:

It has become evident that we are going to overrun the project authorization on the [illegible] slide removal project on the [illegible] Secondary Highway, Contract No. 5152, in the amount of $1,900, or 11.1 per cent.

This overrun was occasioned by the necessity of removing all material overlying the slip plane. This slip plane proved to be at a lower elevation than preliminary borings and information indicated, thereby generating additional yardage to be moved.

In view of the above, it is respectfully requested that the project authorization for this job be increased $1,900.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. S. H. Probert
Mr. Tom Edwards
Mr. C. H. Maison

LHY:jo hi

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FOR FILING

110-1046

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 11, 1958

5152

SUBJECT: Old Faithful Slide Section
Dillard Secondary Highway
Contract No. 5152

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I am submitting herewith a Report on Expected Overrun of Project Authorization for the subject named job.

The job has been completed and overran the authorization $1,900, or 11.1 per cent. This overrun was due to the necessity of removing all material overlying the slip plane which dipped lower than preliminary information indicated. This required the removal of 6,100 cubic yards of additional material at a cost of $2,865, which was reduced by application of underrun and uncommitted contingencies to the $1,900 stated above.

In view of the above, it is recommended that the Highway Commission be asked to increase the authorization for this project in the amount of $1,900. Submitted herewith for your consideration is a rough draft of a letter to the Commission to this effect.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-1—1094—7-37

A

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

110-1046

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 6, 1958 , 19

Section Old Faithfull Slide

Kind of work Slide Removal

Highway Dillard Secondary County Douglas

Section prefix 110-1046

Contractor Funderburk Const. Corp.

Contract number 5152

Date of contract Mar. 28, 1958 , 19

Specified work days 60

Date work started Apr. 4th, 1958 , 19

Work days used 29

Project authorization . . . . . $ 17,190.00

Exclusive of engineering . . . . $ 15,967.00

Per cent of time elapsed 48 %

Estimated cost of completed project, exclusive of engineering . . . . $ 17,658.55

Estimated per cent overrun or ####### . . . . 11 %

Per cent of contract completed, based on total contract price . . . 100 %

Engineering authorization . . . . $ 1222.40

Engineering cost to date $ 1009.67 , 82.5 %

Date project was completed June 5th, 1958 , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Had two workman go over the fence again on Thurs. and after some corrections called the job completed

CONSTRUCTION DIVISION
RECEIVED
JUN 09 1958
NOTED— CE AGE ACE COE

NOTED
C. E. PAULSEN

Noted
M. N. Juve

Signed C. C. Gee

Address Box 466, Myrtle Creek, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5140

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)	28,000				
Total quantities corrected to date	34,095				
Estimated quantities moved or placed to date	all				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift	6				
Average force on project for week	2 men one day				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	shwrs		
Tuesday	rain		
cloudy Wednesday	pt cldy hvy shwrs late PM		
Thursday			
Friday	shwrs		
Saturday			

RECEIVED
JUN 2[illegible] 1958
FOR FILING

Form No. E-272-[illegible]

GON STATE HIGHWAY DEPARTM

Report on Expected Over-run of Project Authorization

Project Name Old Faithful Slide
Date May 28, 1958
Highway Dillard Secondary
110-1046
Contract No. 5152
County Douglas
Kind of Work Slide Excavation
Contractor Funderburk Const. Corp.
Contract Amount $14,330.00

5152

Expected over-runs and under-runs in contract items:

Major items, itemized:

	Quantity	Unit Price	Amount	
General Excavation, Unclassified	6,094.6	$0.47	$2,864.46	(overrun)
Type 2 Fence	29	$8.00	$ 232.00	(underrun)

Minor items, unitemized algebraic total 0

Subtotal $16,962.46

Approved work orders (Price, extra work and state force orders) $1,050.00

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount	
Extra Work Order No. 1	$96.09	(overrun)

Minor items, unitemized algebraic total 0

Subtotal	$1,146.09
Authorization for engineering	$1,222.40
Expected ~~over-run~~ or under-run of engineering authorization	$245.46
Costs not included above (explain)	$0
Allowance for future contingencies (____% of work remaining)	$0
Credits to come from transfers and deductions	$0
Present estimate of project cost	$19,085.49

Brief Statement of principal causes of over-run:

Slide removal. A definite plane on which the materials must be removed could not be determined prior to the start of the work.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$17,190.00
Present estimate of project cost	$19,085.49
Expected over-run (Amount)	$1,895.49
Expected over-run (per cent)	11.10%

Space to right of this line is for use of Salem office.

Submitted by: Resident Engineer

Confirmed by: Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86719

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECE ED
APR 3 195
FOR FIL

5152

Apr. 29, 1958

Funderburk Const. Corp.
Box 247
Sutherlin, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5152, awarded Mar. 28, 1958, for grading on the Old Faithful Slide Section of the Dillard Secondary Highway in Douglas County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR 1 1958
FOR FILING

HD-[illegible]

5152

March 31, 1958

Funderburk Construction Company
Box 633
Sutherlin, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958, awarded to you State Highway Contract No. 5152 for the Old Faithful Slide Section on the Dillard Highway in Douglas County.

This award was based on your bid of $14,330 which was the low bid submitted to the Commission the 28th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
SEP 6 1957
FOR FILING

FORM E30—50M—2-57—1476
10-1025
5152

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 5, 1957

SUBJECT: Old Faithful Slide
Dillard Secondary

To:

Mr. Forrest Cooper
Deputy State Highway Engineer

Herewith notes on Old Faithful Slide on Dillard Secondary from George Sothman's Weekly Reports.

June 18: Old Faithful slide still working, toe of slide extends 5 feet past east edge of old pavement. 15 feet of oil shoulder only remaining. Light plant and one watchman on duty 24 hours a day at the slide. Considerable more traffic than expected is using this route.

June 24: With Foreman Workman outlined job on slide removal on Dillard Secondary.

June 27: Workman Extra Gang removing slide with shovel and dozer up on slope.

July 3: Workman on Dillard slide. Finding a place to dump is becoming a problem.

July 8: Extra Gang removing slide on Dillard Secondary.

July 18: Workman's Extra Gang has removed 6000 yards from slide. The whole slide started to move again today.

July 30: Slide at M.P. 6.5 on Dillard Secondary still moving slowly. Extra Gang moves out after 33 days on slide. Money spent.

Aug. 6: Slide still working a little. Will have larger rocks on slope removed and blade up a berm on pavement to stop rolling rocks. Watchmen will be removed about August 8th. More work should be done on this slide. It is too dangerous.

Aug. 22: No activity at Slide.

RECEIVED
SEP 5 - 1957
OFFICE OF
STATE HIGHWAY ENGINEER

EACollier
E. A. Collier
Maintenance Engineer

NOTED
FORREST COOPER

EAC:ieb

RECEIVED
1957

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 20, 1957

SUBJECT: Old Faithful Slide
M.P. 213.7 Old Pacific Hwy.

To: Mr. F. D. Morgan
Division Engineer

On June 13, I handed to Mr. Edwards the maps, descriptions, specifications and disposal plan for removal of Old Faithful Slide south of Dillard; also copy of your letter dated June 12, 1957.

E. A. Collier
Maintenance Engineer

EAC:jre

cc W. W. Stiffler
Tom Edwards

RECEIVED
1957
ENGINEER

NOTED
W. W. STIFFLER

RECEIVED
AUG 1[illegible] 1957
FOR FILING

FORM 230—50M—5-55—96654
110-1046

5152

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 13, 1957

SUBJECT: Exerp from Sothman's
Weekly Report

To: Mr. W. C. Williams ✓
Mr. W. W. Stiffler

NOTED
W. C. WILLIAMS

Tuesday - August 6

"Dillard Sec. Highway, slide at M.P. 6.5 still working a little. Will have larger rock on slope removed and blade up burm on pavement to prevent rocks from rolling onto highway. Watchman will be removed probably Thursday. More work should be done on this slide, too dangerous."

E. A. Collier
jre

RECEIVED
[illegible] 1957
OFFICE OF
[illegible] ENGINEER

I-328(6) McKenzie River Bridges 1958

Contract No. 5153 11-8-60

Monthly transaction number RECEIVED 1960 Project report number 19 FOR FILING	Fo -2A U.S. DEPARTMENT OF COMMERCE (5-31-57) BUREAU OF PUBLIC ROADS **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	ate Oregon County Lane Project number I-5-4(15)198

1-824 (2)
5153

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 23, 19 58, is hereby modified as follows:

Revised estimated total cost of project $ 842,709.00

Revised Federal funds $ 770,007.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 8 day of November, 19 60.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Deputy State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
Division Engineer

By:
R. C. Wright
Administrative Manager

USComm-DC 11170

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: November 3, 1960

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Modified Project Agreement

Attached are two copies of a proposed modification of Federal-aid project agreement for the following project:

I-5-4(15)198 McKenzie River Bridges

If the project agreement is satisfactory, it should be signed and returned to this office.

Attachment

Porter

[illegible]

NOTED
FORREST COOPER

RECEIVED
NOV 4 1960
OFFICE OF
STATE HIGHWAY ENGINEER

November 7, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Modification of Project Agreement, signed by a Highway Official, for the McKenzie River Bridges, Project No. I-5-4(15)198.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Enc.

RECEIVED FOR FILING 5153

9

Monthly Transaction No. 6-86	For 2 (5-28-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e **Oregon**
Project Report No. 1-328 7(6)	FEDERAL-AID PROJECT AGREEMENT	County **Lane**
		Project No. **I-5-4(15)198** **(I-328(6) - Old)**

5153 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

McKenzie River Bridge approximately 5 miles north of Eugene (US-99).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	3/11/58	-
Rights-of-Way		
Construction	3/12/58	0.2
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 780,402.00	$ 720,600.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Mrk McLoy

Chairman, State Highway Commission
(title)

By

Member, State Highway Commission
(title)

By

Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **June 23, 1958**

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the McKenzie River Bridges, Project No. I-5-4(15)198, [I-328(6)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RGC:mm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

McKenzie River Bridges
Pacific Highway
Lane County

NATURE OF WORK:

structures

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5153 5153 Hamilton & Thoms, Inc. 3-28-58

DATE OF COMPLETION: 500 workdays from 4-10-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the McKenzie River Bridges, Project No. I-328(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:WB

Oregon State Highway Department

Federal Aid
Project No. I-328(6)

McKENZIE RIVER BRIDGES ON THE PACIFIC HIGHWAY

IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code P. E.

Preliminary Engineering	All Required		$ 10,000.00

Type Code X421
McKenzie River Bridges (Sta. 335+70 to Sta. 344+30)

Shoring, Cribbing, etc.	All	Required		75,000.00
Structural Excavation	4,065	cu.yds.	7.00	28,455.00
Excavation below elevation shown	100	cu.yds.	10.00	1,000.00
Furnish Steel Piling	600	lin.ft.	6.00	3,600.00
Drive Steel Piles	10	only	70.00	700.00
Class "A" Concrete	5,846	cu.yds.	64.00	374,144.00
Metal Reinforcement	1,640,500	lbs.	.124	203,422.00
Metal Parapet Rail	3,436	lin.ft.	4.00	13,744.00
8-inch Metal Drain Pipe	100	lin.ft.	3.00	300.00
	Subtotal			$700,365.00
	10% Engr. & Cont.			70,036.50
	Total			$770,401.50

Length of Structure. . . . . 0.163 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 10,000.00	$ 9,000.00	$ 1,000.00
Structure	770,401.50	711,600.00	58,801.50
	$780,401.50	$720,600.00	$ 59,801.50

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. I-328(6)

McKENZIE RIVER BRIDGES ON THE PACIFIC HIGHWAY IN

LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon March 10, 1958

Type Code P.E.
Preliminary Engineering All Required $ 10,000.00

Type Code X421
McKenzie River Bridges (Sta. 335+70 to Sta. 344+30)

Shoring, Cribbing, etc.	All Required		$150,000.00
Structural Excavation	4,065 cu. yds.	10.00	40,650.00
Excavation Below Elevation Shown	100 cu. yds.	20.00	2,000.00
Furnish Steel Piling	600 lin. ft.	6.00	3,600.00
Drive Steel Piles	10 only	100.00	1,000.00
Class "A" Concrete	5,846 cu. yds.	75.00	438,450.00
Metal Reinforcement	1,640,500 lbs.	.125	205,062.50
Metal Parapet Rail	3,436 lin. ft.	7.00	24,052.00
8-inch Metal Drain Pipe	100 lin. ft.	4.00	400.00
	Subtotal		$865,214.50
	10% Engr. & Cont.		86,521.45
	Total		$951,735.95

Length of Structure. . . . . 0.163 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 10,000.00	$ 9,000.00	$ 1,000.00
Structure	951,735.95	879,000.00	72,735.95
	$961,735.95	$888,000.00	$ 73,735.95

RECEIVED
JUL 13 1960
FOR FILING

5153

July 13, 1960

Seaboard Surety Co.,
Hansen & Rowland, Inc.,
1300 Puget Sound Bank Bldg.,
Tacoma, Washington

Gentlemen:

State Highway contract #5153 for construction of the McKenzie River Bridges on the Linn County Line-Judkins Point Section of the Pacific Highway in Lane County was completed by the contractor, Hamilton & Thoms, Inc., on June 10, 1960, and was formally accepted by the Highway Commission on July 7, 1960.

Final payment in the amount of $53,179.19 will be released to the contractor on or after July 23, 1960. The total contract amount is $784,542.85, of which amount $2,125.57 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Seaboard Surety Co.,
100 William Street
New York 38, N. Y.

RECEIVED
NOV 19 1959
FOR FILING

I [illegible]

5153

November 18, 1959

Oregon State Highway Commission

Re: Project Overrun
McKenzie River Bridge
Contract No. 5153

Gentlemen:

We are just completing a contract for the construction of a bridge to carry the Interstate Highway over the McKenzie River in Lane County. The contract authorization for this structure was $787,910.63.

During the construction, unanticipated foundation conditions were encountered which required the use of steel piling and additional excavation. This has resulted in an overrun in cost above the authorization of approximately $51,000. This is 6.16 per cent above the authorization, and I respectfully request your approval of the allocation of additional funds to cover the overrun.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. Ivan D. Merchant
Mr. C. H. Maison

GSP:gm se

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JUN - 2 1959
FOR FILING

I-2F(6)

353

Salem, Oregon
June 1, 1959

Albany-Judkins Point Section

Mr. Walter Wright

Reference is made to your letter of May 21, concerning the purchase of broken rock at the north end of the McKenzie River Bridge (your file 25289). I am attaching hereto a report from Mr. Merchant giving an estimate of construction cost, had we not purchased the material.

G. S. Paxson

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. Ivan D. Merchant

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 29, 1959

R/W File No. 25289

SUBJECT: Eugene Sand and Gravel Company
Albany-Judkins Point Section
Pacific Highway, Lane County
(McKenzie River Bridges)
(Contract No. 5153)

To.

Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

During the advertising period for the McKenzie River Bridges on Pacific Highway, the Right-of-Way Department found that the right of way north of the McKenzie River through the quarry area was not clear. They requested that we add the following note to our plans:

> "The State has a permit of entry at the north end of the East Bridge to the proposed highway right-of-way to be acquired from the Eugene Sand and Gravel Company subject to the condition that the right-of-way occupancy does not interfere with normal quarry operations. The contractor shall not proceed with construction of the first four spans of the northbound (East Bridge) prior to August 1, 1958."

This right-of-way situation had not been resolved by August 1 due to difficulties in obtaining adequate appraisals of the quarry so that the contractor was not permitted to start work in this area on August 1 as permitted by the contract. The quarry operator had used and was using at this time the area to be occupied by the structures as a waste disposal area from his quarry operations. It was estimated that there was 28,000 yards of material involved in this area. This material had been ruled to be personal property, and at this time there seemed to be three ways of proceeding with the bridge construction.

One method would be to carry all footings in the waste disposal area down to original material, thus permitting the owner of this personal property to remove after the acquisition of the underlying property. The second method would be to condemn the property required for highway construction and which contained the 28,000 yards of reject material. The third way of proceeding would be to buy the waste material outright and proceed with the bridge construction immediately. The second method was eliminated as a contract for bridge construction was in force and there was no way of knowing how long the Court would give the quarry operator to remove the personal property, and, of course, any delay in the bridge construction would be chargeable to the State. The first method was estimated, and a figure of $30,000 was arrived at to carry the footings of the approach bents down to original ground in order to permit the owner of the personal property to remove this material from under the structure after the structures were built. A detailed estimate of this is given on Sheet No. 2.

In view of the estimated cost of proceeding under Item 1, it was finally decided to purchase the surplus material stored on the necessary right-of-way and proceed with the bridge construction at the earliest possible time.

Ivan D. Merchant
Bridge Engineer

IDM/sm
Attached

[illegible] Bridge

Bent 1 - No change

Bent 2 R	8 x 8	408.0 to 396.0	90 c.y. at $10.00	=	$ 900.00
L	"	"	12 c.y. at $64.00	=	770.00
	2-6 sq. ft. to 3' sq. ft.		Rein. lbs.	=	250.00
3 R	[illegible] x 7	405.0 to 390.0	90 at $10.00	=	900.00
L	[illegible] x 7	2-6 to 3 sq. ft.	14 at $64.00	=	900.00
			Rein.	=	300.00
4 R	7 x 7	405.0 to 390	90 at $10.00	=	900.00
L	7 x 7	2-6 to 3' sq.	14 at $64.00	=	900.00
			Rein.	=	300.00
	added shoring & cribbing		6 at $600.00	=	3,600.00
					$9,[illegible]20.00

[illegible] Bridge

Bent 1 - No change

2 R	7 x 7	418.0 to 408.0	60 c.y. at $10.00	=	600.00
L	2' sq. ft. to 3' sq. ft.		10 c.y. at $64.00	=	640.00
			Rein.	=	310.00
3 R	6.5 x 7	424.0 to 398.0	148 at $10.00	=	1,480.00
L	" 2' sq. ft. to 3' sq. ft.		21 at $64.00	=	1,350.00
			Rein.	=	450.00
4 R	6.5 x 7	424.0 to 398.0	148 at $10.00	=	1,4[illegible]
L	" 2' sq. ft. to 3' sq. ft.		21 at $64.00	=	1,3[illegible]
			Rein.	=	450.00
	Shoring and cribbing		2 at $600.00	=	1,200.00
			4 at $1,000.00	=	4,000.00
					1[illegible],1[illegible].00
					[illegible]3,030.00

Estimate costs in remodeling column forms already constructed and damage claims from the contractor for delay of the job and projection of Pier 1 construction into the high water season or the 1959 construction season.

	6,9[illegible]
TOTAL	$[illegible]0,000.00

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1959

SUBJECT: File No. 25289
Eugene Sand and Gravel Company
Albany-Judkins Point Section
Pacific Highway
Lane County

To: Mr. G. S. Paxson
Assistant State Highway Engineer

Office

You will recall that, during our negotiations in September, 1958, with the owner and the lessee of the Eugene Sand and Gravel Company quarry property near the McKenzie River, we intended originally to treat some 28,000 yards of reject materials lying between the quarry area and the river as personal property of the lessee and require him to move it.

When you learned of this, you and Mr. Merchant came down to urge that we purchase this material. You told us that delays to the contractor, the requirement of redesigning the north end of the twin structures, and the additional cost of founding the structure on solid rock would result in additional construction costs to the State which would probably reach the sum of approximately $30,000.

On the basis of this information, we proceeded to purchase the rights of the lessee to this material. The Bureau of Public Roads is now demanding substantiation on the file to justify this purchase.

Will you please prepare for our files, and under subject file number, a letter which will set forth the estimate of costs given to us at that time, thereby establishing for the record that our purchase represented a substantial saving to the total project costs.

Walter T. Wright
WALTER T. WRIGHT
Right of Way Engineer

WTW:zg

cc Mr. Ivan Merchant

RECEIVED
MAY 22 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 11 1958
FOR FILING
I-328(6)
5153

Salem, Oregon
September 9, 1958

Maint. #380
Finance #231

FAS Project Agreements
FAS 210, Lane County

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: John D. Graham,
Office Engr., County & City Relations

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Lane County covering the McKenzie River Overflow Bridges (3) on FAS 210 in Lane County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Lane County.

Secretary

rn
Attach: 5

FORM E-30 50M 8-57—6553

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 22, 1958

SUBJECT: FAS Project Agreements
FAS 210, Lane County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the McKenzie River Overflow Bridges (3) on FAS 210 in Lane County.

Two copies of the agreement have been executed by the Board of Commissioners and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

The Highway Commission approved this project June 19, 1958.

John D Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Aug 22, 1958

AUTHORIZED BY HIGHWAY COMMISSION
DATE 6-19-58 Min. Page 37
Floyd Query
ass't Secretary

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5153

FORM E-129

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Apr. 29, 1958

Hamilton and Thoma, Inc.
Box 726
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5153, awarded Mar. 28, 1958, for McKenzie River Bridges on the Linn County Line-Judkins Point Section of the Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

FORM E-123X 50M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-328(6)

5153

April 18, 1958

Pacific Telephone and Telegraph Company
509 S.W. Oak Street
Portland 4, Oregon

Re: Pacific Telephone & Telegraph Co.
Telephone Line Adjustment
McKenzie River Bridges Section
Pacific Highway (Lane County)

Gentlemen:

Bids on the above titled project were received on March 27, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

Your existing line is on Pacific Power and Light Company poles, which line crosses the northerly end of the proposed structures.

It appears that the existing line of the Pacific Power and Light Company poles are located on private property so that it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of your facilities under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. Robert Ellison, 2191 East 15th Street, Eugene, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. Frank Morgan
Mr. Robert Ellison
Mr. F. W. Farrar
Mr. R. L. Porter

NOTED
FORREST COOPER

RECEIVED
APR 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 1 1958
FOR FILING

[illegible]

5153

March 31, 1958

Hamilton and Thoms
Box 726
Eugene, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958, awarded to you State Highway Contract No. 5153 for the McKenzie River Bridges in Lane County.

This award was based on your bid of $700,365 which was the low bid submitted to the Commission the 28th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

FORM E-123X 80M 1-86

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5153

March 26, 1958

Pacific Power & Light Company
Public Service Building
Portland 4, Oregon

Re: Pacific Power & Light Company
Power Line Adjustment
McKenzie R. Bridges Section
Pacific Highway
Lane County

Gentlemen:

Bids on the above titled project will be received on March 28, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This work will involve the raising of a line which crosses the new highway right of way near the north end of the proposed structures. The existing line appears to be located on private property and was constructed prior to 1940, so that it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable cost of the adjustment of your facilities under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. Robert Ellison, 2191 East 15th Street, Eugene, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. Frank Morgan
Mr. Robert Ellison
Mr. F. W. Farrar

RECEIVED
R 26 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 25 1958

FOR FILING
I 328(6)

5152

February 24, 1958

Office of the Solicitor
U. S. Dept. of Labor
307 Appraisers Bldg.
630 Sansome St.
San Francisco 11, Calif.

Attention: Mr. Kenneth C. Robertson,
Regional Attorney

Gentlemen:

We submit herewith a request for determination of wage rates for the following project on the Interstate Highway System:

Kind of Work	Section	Highway	Project No.
McKenzie River Bridge	Linn Co. Line-Judkins Pt.	Pacific	I-328(6)

We are quite anxious to receive bids for this project on March 27, 1958, with advertisement on March 5th. It is appreciated that this is short notice for such a request. It is desirable to start a large structure such as this as early as possible and our designers have succeeded in completing their work several weeks earlier than expected.

Receiving bids on March 27 instead of deferring to a subsequent letting will expedite completion of the structure by several months. We will appreciate your effort to expedite the request.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

cc: C. C. Polk
BPR Division Engineer

VGO'N:ia

S-220(11) Stayton-Sublimity Interchange Sec. (Roadside improvement) 1958
#5154

RECEIVED
JU

OREGON STATE HIGHWAY DEPARTM
(date)

July 16, 1958

S 220

(CONTRACT NO.)	(EST. NO.)	(CONTRACT0R)	
5154	3 Final	Knight Pearcy	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15644	H21739	$ 300.00	7-16-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 50 workdays from Apr. 14, 1958

Time Extensions: None

Completion Date: June 12, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Aug. 4, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: AUG 4 1958
GKW

NOTED ON CARD
em

RECEIVED
JUL 11 1958
FOR FILING

S-220 (11)

5154

July 10, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5154 for roadside improvement on the Stayton-Sublimity Interchange Section of the North Santiam Highway in Marion County was completed by the contractor, Knight Pearcy, on June 12, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $300.00 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $4,061.32, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em
cc:
United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUN 30 1958
FOR FILING

5154

June 30, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Knight Pearcy in connection with Contract No. 5154, for Roadside Improvement on Stayton-Sublimity Interchange Section of the North Santiam Highway in Marion County. This payment, in the amount of $2,205.67, will be released to the contractor on or after July 10, 1958. The retained percentage is $300.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUN 25 1958
FOR FILING
S-220(11)
5154

June 24, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 12, 1958, on Contract No. 5154, Stayton-Sublimity Interchange Section, in Marion County, in connection with Federal Aid Project No. S-220(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: Clarence G. Swanson

DBP:er

RECEIVED FOR FILING

Monthly Transaction No. 6-69	Fo -2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
~~Project Report No.~~ S-220(11) 5754	**FEDERAL-AID PROJECT AGREEMENT**	County **Marion**
		Project No. **S-220(11)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Roadside improvement on the Stayton-Sublimity Interchange section of the Cascade Highway (SH-162).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	2/11/58	-
Rights-of-Way		
Construction	2/11/58	0.0
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 4,727.00	Federal funds $ 2,900.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk **C. G. Polk**
Division Engineer

Date executed by Division Engineer **June 23, 1958**

RECOMMENDED FOR APPROVAL
STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Stayton - Sublimity Interchange Section, Project No. S-220(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

BHC:mm

P R O J E C T   A G R E E M E N T

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Stayton - S. Vicinity Interchange Section
North Santiam Highway
Marion County

NATURE OF WORK:

Roadside Improvement

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5154 5154 Knight Pearcy 3-28-58

DATE OF COMPLETION: 50 workdays from 4-14-58

REMARKS:

May 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Stayton-Sublimity Interchange Section, Project No. S-220(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:cr

Oregon State Highway Department

Federal Aid Secondary
Project No. S-220(11)

STAYTON-SUBLIMITY INTERCHANGE SECTION OF THE NORTH SANTIAM HIGHWAY IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code P.E. Preliminary Engineering	All Required			$ 100.00

Type Code X005
Roadside Improvement (Sta. 734+69.22)(Contract 5154)

Blade Grader	40	hours	12.50	$ 500.00
Front End loader	20	hours	12.50	250.00
Furnishing and Planting Trees	54	only	4.75	256.50
Furnishing and Planting Shrubs	135	only	1.85	249.75
Furnishing and Planting Ground Cover	2,300	only	.38	874.00
Seeding Roadside Areas	8	acres	130.00	1,040.00
Grass Seed, Chewing Fescue	60	lbs.	.65	39.00
Grass Seed, Creeping Red Fescue	100	lbs.	.70	70.00
Grass Seed, Common Rye	100	lbs.	.11	11.00
Grass Seed, White Clover	40	lbs.	.70	28.00
Inorganic Fertilizer, 10-6-4	2	tons	80.00	160.00
Sawdust	17	units	14.00	238.00
Preparation of Slopes under Structure	All	Required		150.00
3/4" - 0 Crushed Material	40	cu. yds.	8.50	340.00
	Subtotal			$ 4,206.25
	10% Engr. & Cont.			420.62
	Total			$ 4,626.87

Length of Project . . . . 0.000 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 100.00	$ 60.00	$ 40.00
Roadside Improvement	4,626.87	2,840.00	1,786.87
	$ 4,726.87	$ 2,900.00	$ 1,826.87

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
State Funds for Maint.: Chap. 529, laws, 1939

Form E-1—10M—7-57

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

J- [illegible]

FOR CONSTRUCTION PROJECTS ONLY

5154

For Week Ending June 21, 19 58

Section Stayton - Sublimity Interchange

Kind of work Roadside Improvement

Highway North Santiam County Marion

Section prefix 124 - 1035

Contractor Knight Pearcy

Contract number 5154

Date of contract March 28, 19 58

Specified work days 50 (to begin April 14, 1958)

Date work started April 1, 19 58

Work days used 26

Project authorization . . . . . $ 4732.03

Exclusive of engineering . . . . $ 4395.53

Per cent of time elapsed 52 %

Estimated cost of completed project, exclusive of engineering . . . . $ 4061.32

Estimated per cent overrun or underrun . . . . 7.6 %

Per cent of contract completed, based on total contract price . . . . 92.4 %

Engineering authorization . . . . $ 336.50

Engineering cost to date $ 358.39, 106.5 %

Date project was completed June 12, 19 58

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work this week. Project was completed and contractor moved all equipment off of the project on June 12.

Semi-final estimate submitted on the 19th of June, with all supporting data.

FINAL REPORT ————

CONSTRUCTION DIVISION
RECEIVED
JUN 23 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Signed Arthur Duffy

Address Rm. 214, Lab. Bldg., Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

A

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
[illegible]
5154

Apr. 29, 1958

Knight Pearcy
P. O. Box 12
Salem, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5154, awarded Mar. 28, 1958, for roadside improvement on the Stayton-Sublimity Interchange Section of the North Santiam Highway in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR 10 1958
FOR FILING

S-220(11)

5154

April 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 1, 1958, on Contract No. 5154, Stayton-Sublimity Interchange Section, in Marion County, in connection with Federal Aid Project No. S-220(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By Forrest Cooper
E.

Forrest Cooper
Deputy State Highway Engineer

NOTED
FORREST COOPER

RECEIVED
APR 1 1958
FOR FILING

[illegible]

5154

March 31, 1958

Knight Pearcy Nursery
P. O. Box 12
Salem, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958, awarded to you State Highway Contract No. 5154 for roadside improvement on the Stayton-Sublimity Interchange Section on the North Santiam Highway in Marion County.

This award was based on your bid of $4,206.25 which was the low bid submitted to the Commission the 28th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Mark Astrup

F-57(3)   Luckiamute Overflow Br.   1958

#5155

RECEIVED

FOR FILING

F 5713)

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 22, 1959

(CONTRACT NO.) 5155	(EST. NO.)	(CONTRACTOR)	
5155	6 final	John L. Jersey, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
364	H 233365	$8,567.25	1/21/59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Weisenhaus
ACCOUNTING DIVISION

Specified completion date: 100 workdays from Apr. 10, 1958

Time Extensions: None

Completion Date: Oct. 15, 1958

Date Accepted: Dec. 11, 1958

Penalties: None of record

Claims: Claim by Frank Watt Const. Co. for labor, equipment rental and timber rental in amt. of $3,306.47.

Remarks:

Date: Jan. 23, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: JAN 23 1959

JC

NOTED ON CARD

cm

RECEIVED
JAN 6 - 1959
FOR FILING

[illegible]
5155

Jan. 6, 1959

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

State Highway Contract No. 5155 for Luckiamute Overflow Bridge on Pacific Highway West in Polk County was completed by the contractor, John L. Jersey, Inc., on Oct. 15, 1958, and was formally accepted by the Highway Commission on Dec. 11, 1958.

Final payment in the amount of $8,567.25 will be released to the contractor on or after Jan. 16, 1959. The total contract amount is $60,830.75, and no force account work was performed on the project.

There is a claim filed against this project, of which you have been previously notified, in the amount of $3,306.47.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Seth Leavens Agency
Jackson Tower
806 S. W. Broadway
Portland, Oregon

NOTED ON CARD
em

RECEIVED
AUG [illegible] 1958
FOR FILING

F 57 (3)

5155

File

August 18, 1958

Hon. Mark O. Hatfield
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of August 15 to which was attached three copies of a claim filed with your office by Frank Watt Construction Co. against John L. Jersey, Inc., in the sum of $3,306.47 against Contract No. 5155, your File No. 3615.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

FAQ:fp

NOTED ON CARD
em

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

Aug. 15, 1958

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We have received and filed as of August 12th, a notice of claim by Frank Watt Construction Co., for labor, equipment rental and timber rental in the sum of $3306.47, against the bond taken from John L. Jersey Inc., principal, and Maryland Casualty Co. surety, for the construction of the Luckiamute Overflow Bridge near Monmouth, Oregon, under Oregon State Highway Commission Contract No. 5155, our file No. 3615.

We are enclosing thee copies of the claim for your information and files. Kindly acknowledge receipt of same for our files.

Sincerely,

MARK O. HATFIELD
Secretary of State

By Geo C Stephens
Clerk
Records Division

GS:m
Enc.

RECEIVED
AUG 18 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
em

RECEIVED
AUG 19 1958
FOR FILING

F-57(3)

5155

noted on card

August 18, 1958

Maryland Casualty Company
Equitable Building
Portland, Oregon, 4

Attention: Mr. J. P. Stapleton

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Frank Watt Construction Co., Portland, against John L. Jersey, Inc., in the sum of $3,306.47 for labor, equipment rental, and timber rental furnished on our Contract No. 5155 for constructing the Luckiamute Overflow Bridge on the Pacific Highway West in Polk County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

Enc.

CC:
Seth Leavens Agency
Jackson Tower
806 S. W. Broadway
Portland, Oregon

John L. Jersey, Inc.
3647 S. E. 36th St.
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD
em

FAQ:fp

FRANK WATT CONSTRUCTION CO.
Contractors and Builders
PORTLAND 30, OREGON
14114 N. E. Eugene Ct.

August 8, 1958

Mark Hatfield
Secretary of State
State of Oregon.

Gentlemen:

Notice is hereby given that the undersigned, Frank Watt, dba, Frank Watt Construction Co. located at Portland, Oregon, has a claim for Labor, equipment rental and timber rental in the sum of THREE THOUSAND THREE HUNDRED SIX and 47/100 DOLLARS ($3306.47) to date, against the bond taken from John L. Jersey Inc. and the Maryland Casualty Co. for the construction of the Luckiamute Overflow Bridge near Monmouth, Oregon, under Oregon State Highway Commission, Contract No. 5155.

Very truly yours,

Frank Watt Construction Co.

By: Frank Watt

File # 3615

FILED
AUG 12 1958
MARK O. HATFIELD
SECRETARY OF STATE

NOTED ON CARD

Monthly Transaction No.
7-26

Project Report No.
F 57(3)6

Fo[illegible]-2
(9-[illegible]57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

[illegible]te: Oregon
County: Polk
Project No. F-57(3)

5155

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Luckiamute River Overflow Bridge, approximately 4.7 miles south of Monmouth (US-99W).

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3/12/58	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$67,386.00	$41,700.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C.G. Polk
C.G. Polk
Division Engineer

Date executed by Division Engineer July 7, 1958

USComm-DC 40257

June 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Luckiamute River Overflow Bridge, Project No. F-57(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:ew

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Luckiamute Overflow Bridge
Pacific Highway West
Polk County

NATURE OF WORK:

Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5155 5155 John L. Jersey 3-28-58

DATE OF COMPLETION: 100 workdays from 4-10-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Luckiamute Overflow Bridge, Project No. F-57(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:bb

Oregon State Highway Department

Federal Aid
Project No. F-57(3)

LUCKIAMUTE OVERFLOW BRIDGE ON THE PACIFIC HIGHWAY
WEST IN POLK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1953

Type Code X041
Luckiamute Overflow Bridge (Sta. 1302+06.5 to Sta. 1305+14.5)(Contract No. 5155)

Remove Old Bridge and Provide for Traffic	All	Required		$12,000.00
Furnish Treated Timber Piling	3,360	lin. ft.	1.00	3,360.00
Drive Timber Piles	84	only	30.00	2,520.00
Class "A" Concrete	456	cu. yds.	55.00	25,080.00
Metal Reinforcement	120,000	lbs.	.12	14,400.00
Treated Timber in Place	5.96	M-fbm	300.00	1,788.00
Special Borrow Excavation, Unclassified	400	cu. yds.	2.00	800.00
1" - 0 Material in Base	16	cu. yds.	7.00	112.00
Class "B" Asphaltic Concrete	120	tons	10.00	1,200.00
	Subtotal			$61,260.00
	10% Engr. & Cont.			6,126.00
	Total			$67,386.00

Length of Structure. . . . . 0.058 mile

Federal Funds.	$41,700.00
State Funds.	25,686.00
	$67,386.00

State Funds for Const.: Chap. 175, Laws, 1917; Chap. 31, Laws, 1920;
Chap. 529, Laws, 1939

State Funds for Maint.: Chap. 529, Laws, 1939

Oregon State Highway Department

Federal Aid
Project No. F-57(3)

LUCKIAMUTE OVERFLOW BRIDGE ON THE PACIFIC HIGHWAY WEST IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 10, 1958

Type Code X021
Luckiamute Overflow Bridge (Sta. 1302+06.5 to Sta. 1305+14.5)

Remove Old Bridge and Provide for Traffic	All	Required		$10,000.00
Furnish Treated Timber Piling	3,360	lin. ft.	$1.50	5,040.00
Drive Timber Piles	84	only	50.00	4,200.00
Class "A" Concrete	456	cu. yds.	70.00	31,920.00
Metal Reinforcement	120,000	lbs.	0.125	15,000.00
Treated Timber in Place	5.96	M-FBM	300.00	1,788.00
Special Borrow Excavation, Unclassified	400	cu. yds.	1.25	500.00
1" - 0 Material in Base	16	cu. yds.	3.50	56.00
Class "B" Asphaltic Concrete	120	tons	10.00	1,200.00
	Subtotal			$69,704.00
	10% Engr. & Cont.			6,970.40
	Total			$76,674.40

Length of Structure 0.058 Mile

Federal Funds -	$47,400.00
State Funds -	29,274.40
	$76,674.40

FORM [illegible]

RECEIVED
MAY 21 1958
FOR FILING
7 (2)

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

May 20, 1958

John L. Jersey, Inc.
3647 S. E. 34th St.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5155, awarded Mar. 28, 1958, for Luckiamute Overflow Bridge on Pacific Highway West in Polk County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

Form E-1—10M—12-56

F 57 (3)
5155

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 12, 1958, 19

Section Luckiamute Overflow Bridge

Kind of work Bridge

Highway Pacific West County Polk

Section prefix 27-1045

Contractor John L. Jersey, Inc.

Contract number 5155

Date of contract Mar. 28, 1958, 19

Specified work days 100

Date work started , 19

Work days used

Project authorization $

Exclusive of engineering $

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $

Estimated per cent overrun or underrun %

Per cent of contract completed, based on total contract price %

Engineering authorization $

Engineering cost to date $220, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Spent Thurday and Friday getting center line established and detour computed and s started. Crosssectioned borrow area about 1 mile north of site. Will stake detour next week so contractor can build fill before moving of trestle starts.

O.R.Kennen is Res. Br. Engr. See bridge report for above details omitted from this report.

CONSTRUCTION DIVISION
RECEIVED

Noted
A. N. Juve

NOTED E. B.

Signed S Wallis

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 194

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Shrs		
Monday	shsr		
Tuesday	shrs		
Wednesday	rain		
Thursday	shrs		
Friday	fair		
Saturday			

RECEIVED
APR 1 1958
FOR FILING

F 57(3)

5155

March 31, 1958

John L. Jersey
General Contractor
3647 S. E. 34th Avenue
Portland 2, Oregon

Dear Mr. Jersey:

The State Highway Commission on March 28, 1958, awarded to you State Highway Contract No. 5155 for the Luckiamute Overflow Bridge in Polk County.

This award was based on your bid of $61,260 which was the low bid submitted to the Commission the 28th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant

131-4210 Hot Lake O'Xing Sec. of the 1958
LaGrande-North Powder Hwy.
#5156

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 27, 1959

(CONTRACT NO.)
5156

(VOUCHER NO.)
1429

(EST. NO.)
4 P. F.

(WARRANT NO.)
H234348

(CONTRACTOR)
Parker & Fuhrman

(AMOUNT)
$ 88.02

(DATE)
1-26-59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 70 workdays from Apr. 14, 1958

Time Extensions: None

Completion Date: June 3, 1958

Date Accepted: June 19, 1958

Penalties: None of record

Claims: Claim by Hart Const. Co. for work in amt. of $477.50.
No request from surety to withhold claim.

Remarks:

Date: Jan. 27, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: JAN 27 1959

NOTED ON CARD

RECEIVED
FOR FILING

NOTED
W. C. WILLIAMS

W. C. Williams

August 3rd, 1958

file

REVISED FINAL COST ANALYSIS

Hot Lake Overcrossing
Contract #5156

Grading and Paving LaGrande-North Powder Highway
Parker-Furhman, Contractors
Prefix 131-4210
Kenneth Berg, Resident Engineer

5156

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Special Borrow Excavation Unclassified	13,690	Cu. Yd.	$0.60	$0.566	$ 7,754.86	$ 8,214.00
Removal of Existing Timber Structure	100%	All	$4,000	1,688.81	1,688.81	4,000.00
*Metal Guard Rail	707	Lin. Ft.	3.50	2.52	1,783.05	2,474.50
Coarse Cr. Mat'l. in Base	359	Cu. Yd.	5.00	4.19	1,506.91	1,795.00
3/4"-0 Mat'l. in Base	68	" "	5.00	4.19	285.42	340.00
Sprinkling	34	M/Gal.	3.50	1.40	47.50	119.00
**Class "A" Asphaltic Concrete	80.79	Ton	13.00	12.36	998.56	1,050.27
Force Account (State Participation in Flagging)					35.87	35.87
					$14,100.98	$18,028.64

Gross Revenue	$18,028.64
Total Cost	14,100.98
Net Profit	$ 3,927.66

Net Profit = 21.78% of Gross Revenue

* J. C. Denton & Sons
** Rogers Paving Co., Island City

Detail of Cost

Labor:				
Labor and Supervision			$2,943.65	
Labor Insurance			274.51	
Health and Welfare			70.87	
				$ 3,289.03
Equipment Rentals and Misc. Supplies:				
Equipment Rental, Owned			$ 107.36	
" " , Hired			5,772.75	
Gas, Oil and Grease			306.03	
Freight (Move In)			35.12	
Small Tools and Misc. Supplies			260.15	
Bond			159.46	
Home Office and General Overhead			281.65	
				6,922.52
Materials:				
Class "B" Asphaltic Concrete	80.79 Ton	at $12.00	$ 969.48	
1½"-0 Cr. Gravel	359 Cu. Yd.	" 2.66	955.85	
3/4"-0 Cr. Gravel	68 " "	" 2.66	181.05	
				2,106.38
J. C. Denton & Sons:				
Materials and Installation	707 Lin. Ft.	at $2.52	$ 1,783.05	
				1,783.05
Total Cost				$14,100.98

Remarks:

This was a "State Project" consisting of the construction of 0.04 mile of highway roadbed, involving 13,690 cubic yards of special borrow excavation; the removal of existing timber approach spans; the construction of 0.04 mile of stone base and shoulders, involving 427 cubic yards of crushed materials; and construction of 0.04 mile of asphaltic concrete pavement, involving 80.79 tons of asphaltic concrete; and the construction of 707 lineal feet of metal guard rail on the Hot Lake Overcrossing Section of the LaGrande-North Powder Highway in Union County.

This project was bid and awarded March 28th, 1958 and completed June 3rd, 1958 after using 24 work days out of the 70 days allowed.

The contractor began work on this project Monday, April 14th, using one 3/4 cubic yard shovel, one D-6 Caterpillar dozer and two 10 cubic yard dump trucks on the haul road from the "Special Borrow" area to the highway at Station 449+50. Tuesday hauling of borrow to the fill under the approach span began. The same equipment was used for excavation and hauling. This operation continued until May 1st, when the contractor reached the limits of placing fill under the approach span.

Monday, May 5th, traffic was detoured over a county road from the Airport Junction to the Hot Lake Junction of the LaGrande-North Powder Highway so that the existing wood structure could be removed. The guard rail was removed and then had to be replaced again because of the labor strike that went into effect that day. Work on this phase was delayed until May 19th.

2½ days were required for the removal of the timber structure. Five laborers, with the assistance of a 10-B backhoe, removed the span.

Wednesday noon the contractor began hauling and placing borrow material again. The entire embankment was brought to grade by Saturday noon. A light course of 1½"-0 crushed base material was placed Saturday afternoon so that traffic could use the overcrossing.

The placing of base materials was started Monday, May 26th. Crushed material was purchased from the LaGrande Pipe Co. of Island City at the price of $2.30 F.O.B. the plant and $3.59 F.O.B. the job. Material was hauled by the LaGrande Pipe Co. and Rogers Paving Co.

The asphaltic concrete was placed Wednesday and Thursday by the Rogers Paving Co. of Island City. Asphaltic concrete was purchased from the Rogers Paving Co.

The guard rail was placed by J. C. Denton & Sons at a contract price of $1,783.05 for rail, posts and installation.

Remarks (Cont'd):

It is to be noted that all equipment used directly on the project was rented or hired. Therefore, just a small move in charge was entered in the detail of cost.

The contractor made a fair profit on grading. The major part of the profit was made on the efficient removal of the existing structure, and the balance of profit was due to lower cost of subcontracts.

M. N. Juve
Chief Cost Analyst

By . . G. K. Hanson

RECEIVED
JUL 23 1958
FOR FILING

NOTE
W. C. WILLIAMS

W. C. Williams

July 24th, 1958

Hot Lake Overcrossing
Contract #5156

131-4210

5156

FINAL COST ANALYSIS

LaGrande-North Powder Highway
Grading and Paving
Prefix 131-4210
Parker-Furhman, Contractor
Kenneth Berg, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Special Borrow Excavation Unclassified	13,690	Cu. Yd.	$0.60	$0.633	$ 8,669.49	$ 8,214.00
Removal of Existing Timber Structure	100%	All	$4,000	1,887.98	1,887.98	4,000.00
*Metal Guard Rail	707	Lin. Ft.	3.50	2.52	1,783.05	2,474.50
Coarse Cr. Mat'l. in Base	359	Cu. Yd.	5.00	4.36	1,568.52	1,795.00
3/4"-0 Mat'l. in Base	68	" "	5.00	4.36	297.09	340.00
Sprinkling	34	M/Gal.	3.50	1.56	53.11	119.00
Class "A" Asphaltic Concrete	80.79	Ton	13.00	12.36	998.56	1,050.27
Force Account (State Participation in Flagging)					35.87	35.87
					$15,293.67	$18,028.64

Gross Revenue	$18,028.64
Total Cost	15,293.67
Net Profit	$ 2,734.97

Net Profit = 15.17% of Gross Revenue

* J. C. Denton & Sons

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1958
OFFICE OF
ENGINEER

Detail of Cost

Labor:				
Labor and Supervision			$2,943.65	
Labor Insurance			274.51	
Health and Welfare			70.87	
				$ 3,289.03
Equipment Rentals and Misc. Supplies:				
Equipment Rental, Owned			$ 107.36	
" " Hired			5,772.75	
Gas, Oil and Grease			306.03	
Freight (Move In)			35.12	
Small Tools and Misc. Supplies			260.15	
Bond			1,352.15	
Home Office and General Overhead			281.65	
				8,115.21
Materials:				
Class "B" Asphaltic Concrete	80.79 Ton	at $12.00	$ 969.48	
1½"-0 Crushed Gravel	359 Cu. Yd.	" 2.66	955.85	
3/4"-0 Crushed Gravel	68 " "	" 2.66	181.05	
				2,106.38
J. C. Denton & Sons:				
Materials and Installation	707 Lin. Ft.	at $2.52	$1,783.05	
				1,783.05
Total Cost				$15,293.67

Remarks:

This was a "State Project" consisting of the construction of 0.04 mile of highway roadbed, involving 13,690 cubic yards of special borrow excavation; the removal of existing timber approach spans; the construction of 0.04 mile of stone base and shoulders, involving 427 cubic yards of crushed materials; the construction of 0.04 mile of asphaltic concrete pavement, involving 80.79 tons of asphaltic concrete; and the construction of 707 lineal feet of metal guard rail on the Hot Lake Overcrossing Section of the LaGrande-North Powder Highway in Union County.

This project was bid and awarded March 28th, 1958 and completed June 3rd, 1958 after using 24 work days out of the 70 days allowed.

The contractor began work on this project Monday, April 14th, using one 3/4 cubic yard shovel, one D-6 Caterpillar dozer and two 10 cubic yard dump trucks on the haul road from the "Special Borrow" area to the highway at Station 449+50. Tuesday hauling of borrow to the fill under the approach span began. The same equipment was used for excavation and hauling. This operation continued until May 1st, when the contractor reached the limits of placing fill under the approach span.

Monday, May 5th, traffic was detoured over a county road from the Airport Junction to the Hot Lake Junction of the LaGrande-North Powder Highway so that the existing wood structure could be removed. The guard rail was removed and then had to be replaced again because of the labor strike that went into effect that day. Work on this phase was delayed until May 19th.

2½ days were required for the removal of the timber structure. Five laborers, with the assistance of a 10-B backhoe, removed the span.

Wednesday noon the contractor began hauling and placing borrow material again. The entire embankment was brought to grade by Saturday noon. A light course of 1½"-o crushed base material was placed Saturday afternoon so that traffic could use the overcrossing.

The placing of base materials was started Monday, May 26th. Crushed material was purchased from the LaGrande Pipe Co. of Island City at the price of $2.30 F.O.B. the plant and $3.59 F.O.B. the job. Material was hauled by the LaGrande Pipe Co. and Rogers Paving Co.

The asphaltic concrete was placed Wednesday and Thursday by the Rogers Paving Co. of Island City. Asphaltic concrete was purchased from the Rogers Paving Co.

The guard rail was placed by J. C. Denton & Sons at a contract price of $1,783.05 for rail, posts and installation.

Remarks (Cont'd):

It is to be noted that all equipment used directly on the project was rented or hired. Therefore, just a small move in charge was entered in the detail of cost.

The contractor lost money on the grading, and I believe this to be due to rental costs which continued regardless of whether the equipment was worked 6 hours or 8 hours a day. The major part of the profit was made on the efficient removal of the existing structure, and the balance of profit was due to lower cost of subcontracts.

M. N. Juve
Chief Cost Analyst

By . . G. K. Hanson

RECEIVED
FOR FILING

131-4210

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 16, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5156	3 Final	Parker & Fuhrman	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1543	H217348	$ 666.23	7-16-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **70 workdays from Apr. 14, 1958**

Time Extensions: **None**

Completion Date: **June 3, 1958**

Date Accepted: **June 19, 1958**

Penalties: **None of record**

Claims: **Claim by Hart Const. Co. for work in amt. of $477.50.**

Remarks:

Date: **July 21, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

JUL 21 1958

NOTED ON CARD

RECEIVED
JUL 14 1958
FOR FILING
121 4[illegible]
5156

Mrs Middleton
file
record on card

July 11, 1958

Hart Construction Company
1610 M Avenue
La Grande, Oregon

Gentlemen:

This is to acknowledge your letter of July 9, 1958, in which you state that you have a claim against Parker & Fuhrman in the amount of $477.50 for work performed on Contract No. 5156 for grading and paving the Hot Lake Overcrossing Section on the La Grande-North Powder Highway in Union County. This contract was completed June 3 and accepted by the Highway Commission on June 19. Final payment is to be made on or after July 14. Glens Falls Insurance Company, through Amerata & Schram, 520 Mead Building, Portland, furnished the performance bond on this contract. If you wish to protect your claim against the bond for a period longer than six months following acceptance of the contract, it is suggested that you file your claim with the Secretary of State.

For your convenience, we have attached excerpts from the Oregon Laws outlining the procedure for filing. In the meantime claim will be noted in their records and we will advise the contractor and the surety that it has been received.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:llc

NOTED ON CARD
em

La Grande, Oregon
July 9, 1958

Oregon State Highway Commission
Salem, Oregon

Dear Sir:- Regarding Contract # 5156, Hot Lake over crossing & Paving.

We have an account against Parker & Fuhrman for work done on above job in the amount of $477.50. This bill has not been paid.

Sincerely
Hart Construction Co
1610 M avenue
La Grande, Oregon

REFERRED BY SECRETARY
Query
usual letter
record on card

RECEIVED
JUL 10 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
EM

RECEIVED
JUL 14 1958
FOR FILING

31-4210

5156

file

July 11, 1958

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

A letter has been received from Hart Insurance Company, 1610 M Avenue, La Grande, stating that they have a claim against Parker and Fuhrman in the amount of $477.30 for work performed on Contract No. 5156 for grading and paving on the Hot Lake Overcrossing Section of the La Grande-North Powder Highway in Union County. We provide this information as your company appears as surety on the performance bond, on this contract.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:llc

cc: Amerata & Schram
520 Mead Building
Portland, Oregon

Parker & Fuhrman
11524 S. E. Foster Road
Portland, Oregon

W. C. Williams
Forrest Cooper
Commissioners

NOTED ON CARD

RECEIVED
JUL 1958
FOR FILING

131-4-10

5156

July 10, 1958

Hart Construction Company
1601 M Avenue
LaGrande, Oregon

Gentlemen:

Replying to your undated letter, received in today's mail, I wish to advise that the Glens Falls Insurance Company wrote the performance bond in connection with Oregon State Highway Contract No. 5156, for grading and paving the Hot Lake Overcrossing Section of the LaGrande-North Powder Highway, Union County. Local agent for the surety is Amerata & Schram, whose address is 520 Mead Building, Portland, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Parker & Feibman are the prime contractors.
Address: 11524 SE Foster Road, Portland, Ore.

La Grande, Oregon

Mr H. B. Glaisyr
Secretary of the Oregon State Highway Commission
Salem, Oregon

Gentlemen:-

Would you kindly advise the name and address of the Bonding Company on contract # 5156, Hot Lake over crossing grading & paving.

Sincerely
Hart Construction Co.
1601 M Avenue
La Grande, Oregon

RECEIVED
JUL 10 [illegible]
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
FOR FILING
4210
5156

Salem, Oregon

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

To: Tom Edwards
Construction Engineer
Building

SUBJECT: Claim for Additional Compensation
Contract No. 5156

Parker and Fuhrman, General Contractors, have signed the final estimate on Contract No. 5156.

Attached to the final estimate, when received in this office, was a copy of a letter addressed to C. D. Cannon wherein Parker and Fuhrman stated their claim for additional compensation. We are attaching a copy of their claim hereto.

C H Maison
C. H. Maison
Auditor

CHM:ch

Attachment

cc: Forrest Cooper ✓
S. H. Probert
L. I. Lindas

NOTED
FORREST COOPER

RECEIVED
JUL [illegible] 1958
OFFICE OF
STATE HIGHWAY ENGINEER

Parker & Fuhrman

GRADING • BLACKTOP PAVING
ROAD OILING • ROCKING

GENERAL CONTRACTORS

PROSPECT 1-1813

11524 SOUTHEAST FOSTER ROAD
PORTLAND 66, OREGON

July 3, 1958

C. D. Cannon
Oregon State Highway Department
La Grande, Oregon

Dear Sir:

This letter will serve as a claim in the amount of $569.63 based on the following:

1. Our mobilization and demobilization costs in bidding the work were estimated to be $1,300.00 this checks out with our actual costs very closely. As you know the mobilization costs are distributed over the quantity of material to be handled

   I.E. $\frac{\$1,300.00}{19,000 \text{ cu. yd.}}$ = 6.8¢ per cu. yd.

   This is what we figured in our bid for mobilization. Our mobilization costs divided by the actual quantity gives .095¢ per cu. yd. or an additional cost at 2.7¢ per cu. yd. of material handled. Since the estimated amount was more than 25% in error, we feel we were misled by the estimate and are therefore justified in our claim for

   13,690 cu. yds. @ .027 = $369.63

2. In addition, an error was made in placing the rock stakes which I estimate cost us at least 1/2 day or 200.00

In conclusion it is certainly not our desire to appear unreasonable or arbitrary, but we do feel that we are justified in these claims.

If you desire any additional information, we will be glad to furnish it.

Yours truly,

PARKER & FUHRMAN

By Jack W. Parker
Jack W. Parker, Partner

jwp:go
cc: Accounting Division
State Highway Building
Salem, Oregon

A

RECEIVED
JUL [illegible] - 1958
FOR FILING
131-4210

5156

July 3, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 5156 for grading and paving on the Hot Lake Overcrossing Section of the LaGrande-North Powder Highway in Union County was completed by the contractor, Parker & Fuhrman, on June 3, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $686.23 will be released to the contractor on or after July 14, 1958. The total contract amount is $18,028.64, of which amount $35.87 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Amerata & Schram
520 Mead Bldg.
Portland, Oregon

NOTED ON CARD

RECEIVED
JUN 16 1958
FOR FILING

[illegible]

[illegible]

June 16, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Parker & Fuhrman a portion of the funds heretofore retained by the Commission on Contract No. 5156, for grading and paving on the Hot Lake Overcrossing Section of the LaGrande-North Powder Highway in Union County.

This payment, in the amount of $10,322.41, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $536.36. The present payment will be released on or after June 26, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By Floyd Query
Assistant Secretary

em

cc: Amerata & Schrem
520 Mead Bldg.
Portland, Oregon

Form E-1—10M—7-57

A

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

151-4210

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 6, 1958 19

Section Hot Lake Overcrossing

Kind of work Grading & Paving

Highway LaGrande-N.Powder County Union

Section prefix 151-4210

Contractor Parker & Fuhrman

Contract number 5156

Date of contract # 3-28-58, 19

Specified work days 70

Date work started 4-14-58, 19

Work days used 24

Project authorization $25,607.25

Exclusive of engineering $21,886.29

Per cent of time elapsed 34 %

Estimated cost of completed project, exclusive of engineering $21,976.29

Estimated per cent overrun or underrun . . . . 11 %

Per cent of contract completed, based on total contract price . . . . 90 %

Engineering authorization $1820.96

Engineering cost to date $1200, 66 %

Date project was completed June 3, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed installation of guard rail June 1, 1958

Guard Rail was painted Monday and Tuesday, June 2 & 3, 1958

This will be the last weekly report for this project.

CONSTRUCTION DIVISION
RECEIVED
JUN 09 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

NOTED
C. E. PAULSEN

Noted
M. N. Juve

Signed Kenneth Berg

Address La Grande, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.04	0.04			0.04
Miles partially completed					
Miles completed	0.04	0.04			0.04
Total estimated quantities (contract)	19,000	400			86
Total quantities corrected to date	15,700	4000			86
Estimated quantities moved or placed to date	15,700	400			86
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	1				

Men	1
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair all week		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
APR [illegible]
FOR FILING
151-4210
5156

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Apr. 29, 1958

Parker & Fuhrman
11524 S. E. Foster Rd.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5156, awarded Mar. 28, 1958, for grading and paving on the Hot Lake O'Xing Section of the LaGrande-North Powder Highway in Union County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR 1 1958
FOR FILING

Award

5156

March 31, 1958

Parker & Fuhrman
11524 S. E. Foster Road
Portland, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958, awarded to you State Highway Contract No. 5156 for grading and paving on the Hot Lake Overcrossing Section of the La Grande-North Powder Highway in Union County.

This award was based on your bid of $21,262 which was the low bid submitted to the Commission the 28th of March for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

I-35(11) W. Unit, Shogren-Rowena 1958
Sec. of the Columbia River
#5157 Hwy.

RECEIVED
[illegible] -3 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 29, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
[illegible] 5157	10 A P.F.	Roy L. Houck & Sons and Roy L. Houck Sons' Corp.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
26152	79222	$ 8.17	10-28-59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 130 workdays from April 10, 1958

Time Extensions: None of record

Completion Date: January 19, 1959

Date Accepted: March 5, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: October 30, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: OCT 30 1959

NOTED ON CARD

A

RECEIVED
MAY [illegible] 1959
FOR FILING
5-35(11)
5157

May 27, 1959

American Casualty Company
607 Washington Street
Reading
Pennsylvania

Gentlemen:

You are hereby notified that a post-final payment will be made to Roy L. Houck & Sons, & Roy L. Houck Sons' Corporation on contract #5157, for grading-paving on the West Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County. This payment will be made as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $291,203.24, including the post-final payment of $8.17. Of the total, $4,551.13 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: American Casualty Company
Huggins Insurance Agency
373 North Church Street
Salem, Oregon

file A

RECEIVED
APR 9 1959
FOR FILING
I-35(11)
5157

OREGON STATE HIGHWAY DEPARTMENT
(date)

April 8, 1959

(~~CONTRACT NO.~~)	(EST. NO.)	(CONTRACTOR)	
5157	10 Final	Roy L. Houck & Sons & Roy L. Houck Sons' Corp.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7857	H241090	$8,845.63	4/8/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **130 workdays from April 10, 1958**

Time Extensions: **None**

Completion Date: **January 19, 1959**

Date Accepted: **March 5, 1959**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **April 9, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: APR - 9 1959
gc

A

RECEIVED
MAR 31 1959
FOR FILING

I-35 (11)

5157

Mar. 30, 1959

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

State Highway Contract No. 5157, for grading and paving on the W. Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County was completed by the contractor, Roy L. Houck & Sons and Roy L. Houck Sons' Corp., on Jan. 19, 1959, and was formally accepted by the Highway Commission on Mar. 5, 1959.

Final payment in the amount of $8,845.63 will be released to the contractor on or after April 9, 1959. The total contract amount is $291,195.07, of which amount $4,542.96 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: Huggins Insurance Agency
373 N. Church St.
Salem, Oregon

NOTED ON CARD
om

RECEIVED
JAN 30 1959
FOR FILING

I-35(11)

A

Jan. 29, 1959

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roy L. Houck & Sons and Roy L. Houck Sons' Corporation in connection with contract No. 5157, for grading and paving on the West Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County.

This payment, in the amount of $16,307.26, will be released to the contractor on or after February 9, 1959. The retained percentage is $8,732.46.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Huggins Insurance Agency
373 N. Church St.
Salem, Oregon

NOTED ON CARD
em

[illegible]

RECEIVED
JAN 27 1959
FOR FILING

[illegible]
5157

January 26, 1959
Salem, Oregon

Contractors & Sub-
contractors Payrolls
W. Unit, Shogren-Rowena
Contract No. 5157
Wasco County

Mr. Vernon E. Shull
Resident Highway Engineer

Your attention is called to Construction Engineer's letter dated January 21, 1959, regarding written confirmation that all payrolls of the contractor and subcontractors, if any, on Interstate Projects have been submitted in good order.

Contract No. 5157, W. Unit, Shogren-Rowena Section, was completed January 19, 1959. Written confirmation will be required before this contract can be submitted to the Highway Commission for acceptance and the final paid.

D. B. Parkes
Contract Payments Engineer

CC: Mr. Dean Swift

DBP:lmw

Form E-1-

I-35 (11)
5157

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan. 24, 1959

Section West Unit, Shogren-Rowena

Kind of work Grading & Paving

Highway Columbia River County Wasco

Section prefix 33-1054

Contractor Roy L. Houck & Sons

Contract number 5157

Date of contract March 31, 1958

Specified work days 130

Date work started March 7, 1958

Work days used 114

Project authorization $ 340, 416.00

Exclusive of engineering $ 316, 206.64

Per cent of time elapsed 87.7 %

Estimated cost of completed project, exclusive of engineering $ 299,590.87

Estimated per cent overrun or underrun - 4.95 %

Per cent of contract completed, based on total contract price 98.6 %

Engineering authorization $ 24,207.36

Engineering cost to date $ 25,055.36, 103.5 %

Date project was completed January 19, 1959

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

R & M completed all contract work on Monday. Completed the clean-up and removal of equipment on Thursday.

The Semi-final estimate was delivered to Bend on Thursday.

This is the final report.

CONSTRUCTION DIVISION
RECEIVED
JAN 26 1959
NOTED CE ACE ACE COE

Signed Vernon E. Shull

Address Box 420, The Dalles, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.36	3.13			3.13
Miles partially completed	0.36	3.13			3.13
Miles completed	0.36	3.13			3.13
Total estimated quantities (contract)	33,550	40,600			23,700
Total quantities corrected to date	32,200	43,214			21,160
Estimated quantities moved or placed to date	32,200	43,214			21,160
Average daily quantities	0	0			0
Average daily quantities necessary to complete project on time	0	0			0
Number shifts per day	0	0			0
Hours per shift	0	0			0
Average force on project for week	0	0			0

Men	4 (R&M 2 days only)
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons –	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	rain		
Monday	cloudy		
Tuesday		100%	Job completed
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JAN 21 1959
FOR FILING

I-35(11)

5157

January 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on January 19, 1959, on Contract No. 5157, West Unit, Shogren-Rowena Section, in Wasco County, in connection with Federal Aid Project No. I-80N-3(6)68 [I-35(11)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Mr. C. G. Swanson

DBP:lmw

A

RECEIVED
SEP 30 1958
FOR FILING

5151

October 1, 1958

Mr. R. E. Haacke
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Dear Sir:

Our contractor on the Shogren-Rowena Section of the Columbia River Highway in Wasco County has requested that we obtain from you a private road crossing of your tracks in order to haul material to the new grade for your railroad relocation. I am attaching hereto a print from a sketch showing the location of the crossing, which is at your Station 1869+85.

It would be appreciated if you would grant this permission as early as possible as our contractor desires to work in this section immediately.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

cc Mr. R. M. Brown
Mr. W. C. Williams
Mr. Tom Edwards

FORM E-30 25M 9-51 82316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 29, 1958

SUBJECT: East Unit, Shogren-Rowena
Columbia River Highway
Contract No. 5157

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Rogers Construction Company, contractors on the subject unit, has requested an additional crossing of the railroad near the east end of this project.

Some discussiong has been had with Mr. Baysinger of the Union Pacific and he has indicated that they would be willing to grant an additional temporary crossing. It is thought that the additional temporary crossing should be at approximately Station 1833+50, this having the most favorable sight distance.

I am forwarding herewith a sketch map showing the proposed crossing and the railroad sight distance at this point. Will you please make application to the railroad to get this temporary crossing.

Tom Edwards
Construction Engineer

By

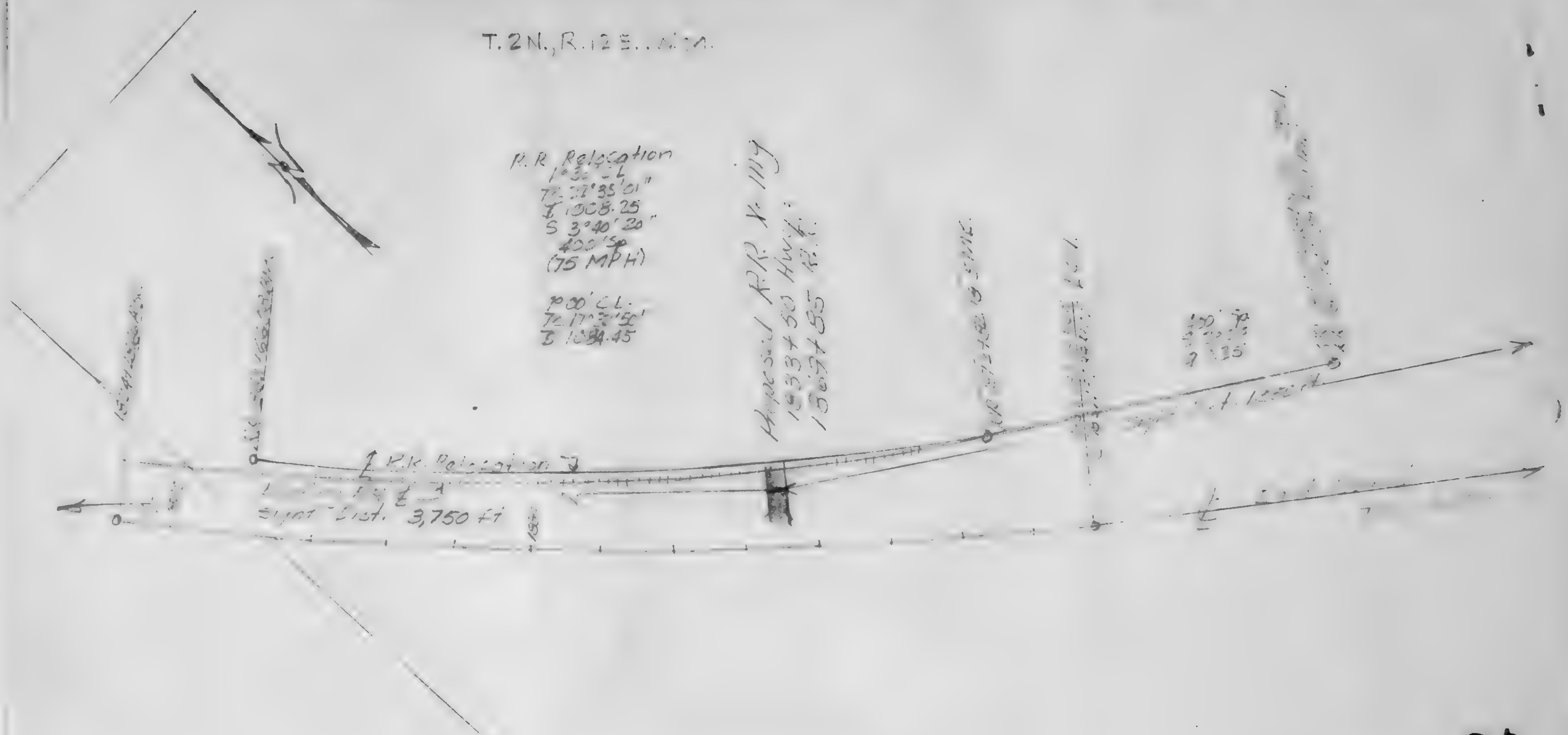
L. H. Young

L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

RECEIVED
SEP 29 1958
OFFICE OF
STATE HIGHWAY ENGINEER



EAST UNIT
SHOGREN-ROWENA SEC.
COLUMBIA RIVER HWY.
WASCO COUNTY
SCALE ½" = 100 Ft.

PROPOSED R.R. CROSSING

NOTED
DEAN SWIFT

NOTED

file

RECEIVED

FOR FILING

F-35(11)

When replying, refer to:
08-35.4

5157

August 21, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-3(6)68, Old I-35(11)
West Unit, Shogren-Rowena, Columbia River
Highway, Order for State Force Work, Oiling
Sand Borrow Area "A", Total estimated cost
$3,400.00, Federal funds $3,060.00

Dear Sir:

Reference is made to your letter dated August 18, 1958, requesting approval of the use of State force under the provisions of PPM 21-6.3, after its having been approved as Extra Work Order No. 4, dated April 17, 1958, as work to be performed, on force account basis, by the contractor.

We are now approving the use of State force as being in the public interest for the following reasons:

1. The contractor is now neither properly equipped nor staffed to perform the work contemplated under the order dated August 12, 1958.

2. Completion of the work to be performed under the order can no longer be delayed.

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

By:

E. H. Cowan
Acting Division Engineer

Orig & encls to SHP

NOTED
FORREST COOPER

RECEIVED
AUG 19 1958
FOR FILING

August 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 250 covering oiling sand borrow "A" on the West Unit, [illegible]-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5197, in connection with Federal Aid Project No. I-82-3(6)68 [I-35(11)].

This work was approved under Order for Extra Work No. 4, April 29, 1958. Before the work was started the project was shut down on account of the labor strike. All other oiling and paving work is done and the contractor moved his equipment off of the job at that time.

The sand is filling the railroad tracks and it is essential that measures be taken to control its movement. Due to the emergency nature a State crew started oiling the area today, August 18. Recession of water in the river has exposed a greater area to be oiled than originally anticipated, increasing the estimated cost by $900.00. The total estimated amount of the order is $3,400 with Federal participation of $3,060.

Your approval of this order as of this date under the provisions of PPM 21-6.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

RECEIVED
JUL 8 - 1958
FOR FILING

515

OREGON STATE HIGHWAY DEPARTMEN
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division
Paving Section

Section W. Unit Shogren-Rowena Highway Columbia River * Prefix 33-1054

County Wasco MP 69 to MP 72 Contractor Roy Houck and Sons

Resident Engineer V. Shull Inspector A. J. Ames

Date Completed June 27, 1958 Date Reported July 2, 1958

Type and Thickness of Wearing Surface 4" B A. C. Oil Mat No Seal.

N, S, [✓ E] W from MP or Sta.

Mile	Wheel Count	Outside Ln. Roughness		Inside Ln. Test Run On		
		Total	Per Mile	Top	Total ~~Base~~	PerMi. Seal
1	750	86	86		80	80
2	1500	172	86		170	90
~~3~~ 2.7	2250	230	58 = 83 Av.		220	50= 71 Av.
4	3000					
5	3750		WEARING SURFACE			
6	4500		ONLY			
7	5250					
8	6000					
9	6750					
10	7500					
11	8250					
12	9000					

Outside Ln. 85"
Average Roughness Per Mile 80"
Inside Ln.

N, S, E, [✓ W] from MP or Sta.

Mile	Wheel Count	Outside Ln. ~~Roughness~~		Inside Ln. ~~Test Run On~~		
		Total	Per Mile	Top	Total ~~Base~~	PerMi. Seal
1	750	79	79		84	84
2	1500	158	79		161	77
~~3~~ 2.7	2250	204	46 = 66 Av.		210	49= 70 Av.
4	3000					
5	3750		NEW WORK			
6	4500					
7	5250					
8	6000					
9	6750					
10	7500					
11	8250					
12	9000					

Outside Ln. 74.6
Average Roughness Per Mile 77
Inside Ln.

NOTED
FORREST COOPER

Remarks: Last Mile East bound and 1st Mile West bound there was scattered 3/4-0 rock on inside lanes.

75 - Good

75-100 - Fair

100 - Poor

CC:
Deputy State Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

M. Jackson
Operator

RECEIVED

FORM E-30X—37,[illegible]—6-57—6984

5157

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 2, 1958

SUBJECT:

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

The subcontract between Roy L. Houck and Sons and E. N. Peterson covering Item 6 of the West Unit, Shogren-Rowena Contract, No. 5157, Oregon I-35 (11) is approved and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dwh

Attachments

cc: Forrest Cooper
C. G. Polk (2)

Note: Two previous subcontracts amounting to $83,015. This one in the amount of $2,800 for a total of $85,815 or 29%.

NOTED

RECEIVED
JUL 2 1958
OFFICE OF
STATE HIGHWAY ENGINEER

5157

RECEIVED

Monthly Transaction No. 6-89	Form (5-20-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
Project Report No. 1-35-(11) 6	FEDERAL-AID PROJECT AGREEMENT	County Wasco
		Project No. I-82-3(6) 68 (I-35(11)- Old number)

5157 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

West Unit, Shogren-Rowena Section of the Columbia River Highway approx. 0.14 mile east of the city limits of Mosier (US-30).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	2/7/58	-
Rights-of-Way		
Construction	2/12/58	3.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 335,441.00	Federal funds $ 309,700.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By M. McKay
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer June 23, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the West Unit, Shogren-Rowena Section, Project No. I-82-3(6)38, [I-35(11)-014].

Very truly yours,

W. C. Williams

By

S. H Probert
Office Engineer

RNC:mm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

West Unit, [illegible] - Rowena Sec.
Columbia River Highway
Wasco County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5157 5157 Roy L. Houck & Sons &
Roy L. Houck Sons' Corp. 3-31-58

DATE OF COMPLETION: 130 workdays from 4-10-58

REMARKS:

May 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the West Unit, Shogren-Rowena Section, Project No. I-35(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

MHC:er

gon State Highway Department

Federal Aid
Project No. I-35(11)

WEST UNIT, [illegible]-ROWENA SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 1, 1958

Type Code P.E.

Preliminary Engineering	All Required		$ 6,000.00

Type Code 6201
Roadway (Sta. 1557+00 to Sta. 1756+00)(Contract No. 5157)

Special Borrow Excavation, Location "A", Unclassified	30,000 cu. yds.	$0.25	$ 7,500.00
Special Borrow Excavation, Location "B", Unclassified	2,800 cu. yds.	0.60	1,680.00
Special Borrow Excavation, Location "C", Unclassified	750 cu. yds.	1.00	750.00
General Excavation, Unclassified	900 cu. yds.	0.25	225.00
Salvaging Guard Rail	1,400 lin. ft.	2.00	2,800.00
Concrete Curbs	56 cu. yds.	50.00	2,800.00
1½ Inch Electrical Conduit	400 lin. ft.	1.50	600.00
Metal Guard Rail	6,500 lin. ft.	2.70	17,550.00
Metal Median Barrier	15,000 lin. ft.	4.00	60,000.00
Metal Sight Posts	120 only	2.50	300.00
Type 1 Fence	430 rods	5.50	2,365.00
Coarse Crushed Material in Base	30,300 cu. yds.	1.36	41,208.00
3/4" - 0 Material in Base	10,300 cu. yds.	1.40	14,420.00
Sprinkling	1,500 M-gals.	2.50	3,750.00
Asphaltic Concrete Mixture	23,700 tons	3.23	76,551.00
85-100 Asphalt in Mixture	1,420 tons	31.40	44,588.00
Preparation of Base	All Required		1,000.00
3/4" - 0 Material in Binder Course	820 cu. yds.	3.00	2,460.00
Furnishing and Placing Aggregates	1,190 cu. yds.	3.00	3,570.00
RC-3 Asphalt	130 tons	41.50	5,395.00
120-150 Asphalt	90 tons	39.00	3,510.00
RS-1 Asphalt	34 tons	50.00	1,700.00
Asphaltic Concrete Traffic Markers	1,100 lin. ft.	0.70	770.00
			$295,492.00
Flagging (57½% of Contractor's Costs)	All Required		4,000.00
	Subtotal		$299,492.00
	10% Engr. & Cont.		29,949.20
			$329,441.20

Length of Roadway	3.134 Miles
Length of Structure	0.073 Miles (Exception)
Total Length	3.207 Miles
Cost of Roadway per Mile	$105,118.44

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 6,000.00	$ 5,400.00	$ 600.00
Roadway	329,441.20	304,300.00	25,141.20
	$335,441.20	$309,700.00	$ 25,741.20

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-35(11)

WEST UNIT, SHOGREN-ROWENA SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 10, 1958

Type Code P. E.

Preliminary Engineering	All Required	$ 10,000.00

Type Code 6201
Roadway (Sta. 1557+00 to Sta. 1756+00)

Special Borrow Excavation, Location "A", Unclassified	30,000 cu. yds.	$ 0.45	$ 13,500.00
Special Borrow Excavation, Location "B", Unclassified	2,800 cu. yds.	2.00	5,600.00
Special Borrow Excavation, Location "C", Unclassified	750 cu. yds.	1.00	750.00
General Excavation, Unclassified	900 cu. yds.	0.50	450.00
Salvaging Guard Rail	1,400 lin. ft.	1.00	1,400.00
Concrete Curbs	56 cu. yds.	60.00	3,360.00
1½-inch Electrical Conduit	400 lin. ft.	1.50	600.00
Metal Guard Rail	6,500 lin. ft.	3.00	19,500.00
Metal Median Barrier	15,000 lin. ft.	4.50	67,500.00
Metal Sight Posts	120 only	3.00	360.00
Type 1 Fence	430 rods	3.50	1,505.00
Coarse Crushed Material in Base	30,300 cu. yds.	1.75	53,025.00
3/4" - 0 Material in Base	10,300 cu. yds.	1.85	19,055.00
Sprinkling	1,500 M-Gals.	3.00	4,500.00
Asphaltic Concrete Mixture	23,700 tons	4.25	100,725.00
85-100 Asphalt in Mixture	1,420 tons	32.00	45,440.00
Preparation of Base	All Required		1,500.00
3/4" - 0 Material in Binder Course	820 cu. yds.	4.00	3,280.00
Furnishing and Placing Aggregates	1,190 cu. yds.	4.50	5,355.00
RC-3 Asphalt	130 tons	44.00	5,720.00
120-150 Asphalt	90 tons	43.00	3,870.00
RS-1 Asphalt	34 tons	47.00	1,598.00
Asphaltic Concrete Traffic Markers	1,100 lin. ft.	1.00	1,100.00
			$359,693.00

Flagging (57½% of Contractor's Costs)	All Required	$ 4,000.00
	Subtotal	$363,693.00
	10% Engr. & Cont.	36,369.30
		$400,062.30

Length of Roadway	3.134 miles
Length of Structure	0.073 miles (Exception)
Total Length	3.207 miles
Cost of Roadway Per Mile	$127,652.29

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 10,000.00	$ 9,000.00	$ 1,000.00
Roadway	400,062.30	369,000.00	31,062.30
	$410,062.30	$378,000.00	$32,062.30

RECEIVED
1958
FOR FILING

FORM E-30X—37,500—6-56—[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1958

To Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

SUBJECT:

The subcontract between Roy L. Houck & Sons and the R & M Construction Company covering Items 5, 8, 9 and 10 on the W. Unit, Shogren-Rowena Contract, No. 5157, Oregon I-35 (11) is approved and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: ~~XXXX~~ One previous subcontract for $2,365. This one for $80,650 for a total of $83,015 or 28%.

RECEIVED

RECEIVED
MAY 21 1958
FOR FILING

5157

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 19, 1958

SUBJECT:

To:

Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

The subcontract between Roy L. Houch & Sons and R. R. Brooks covering Item 11 on the W. Unit, Shegron-Rowena Contract, No. 5157, Oregon I-35 (11) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract amounting to $2,365 or .8 of 1%.

RECEIVED
MAY 19 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 30 1958
FOR FILING
I 35(m)

5157

777

April 29, 1958

Mrs. M. J. Riley
Box 52
Condon, Oregon

Dear Mrs. Riley:

Your letter of April 18 to Mr. H. G. Maison, Superintendent of the Department of State Police, has been brought to our attention.

I wish to advise that we are having an investigation made of the danger existing at the work site on our construction project between Shogren and Rowena on the Columbia River Highway. You may be assured that we will take such action as is indicated, such as revision of signing or additional flagmen, in order to minimize any possible danger arising from this operation.

Thank you for calling this matter to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. H. G. Maison, Superintendent
Department of State Police
Salem, Oregon

Mr. W. C. Williams
Mr. Tom Edwards
Mr. Dean Swift

LHY:jc fn

FORM E-307—37,500—8-57—6884

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 29, 1958

SUBJECT: W. Unit, Shogren-Rowena Section
Columbia River Highway
Contract No. 5157

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

I am forwarding to you herewith a copy of a letter from Mrs. M. J. Riley, of Condon, in which she comments upon the very dangerous situation presumably at the contractor's plant site on the subject named job.

It would appear that perhaps Mrs. Riley could be right in such a situation as she describes.

Will you please have the nighttime adequacy of our signs, flares, and flagmen reviewed and such placement or revision of such additional traffic safeguards so as to absolutely minimize any hazard in this respect. I am advising Mrs. Riley that we are going to look into this and take whatever corrective measures are indicated.

Tom Edwards
Construction Engineer

By

L. H. Young
Ass't Construction Engineer

LHY:jo

Attach.

cc Forrest Cooper ✓

C
O
P
Y

DEPARTMENT OF STATE POLICE
District Headquarters
Milwaukie

The Dalles, Oregon
April 22, 1958

Mrs. J. J. Riley
Box 52
Condon, Oregon

PLEASE RETURN TO
FORREST COOPER

Dear Madam:

We thank you for your letter of April 18 which we are passing along to the Oregon State Highway Department, since they have jurisdiction in placing flagmen on highway construction jobs.

Very truly yours,

H. G. MAISON, SUPERINTENDENT

By /s/ Charles A. U'Ren

Charles A. U'Ren, Sergeant

In view of the remarks in paragraph 1, page 2, the above is forwarded thinking you would desire to have this information.

RECEIVED
APR 28 1958
OREGON
STATE HIGHWAY COMMISSION

L.M.E.

Condon, Oregon

April 18, 1958

Commanding Officer

Oregon State Police

The Dalles, Oregon

Dear Sir:

My husband received a traffic citation last night on Highway 30 at milepost 71 for violation of the basic speed law. The officer instructed him to write a letter to the Justice of the Peace in The Dalles if he cannot appear on the date noted. This I have done, and we shall send a check to cover the amount of the fine.

This letter is not a complaint about the citation. My husband admitted to the polite officer that he was driving at the indicated speed. I was in the car at the time.

I do think, however, that you should be informed of the hazardous situation at that point. Perhaps you will do something about it which might avert an accident.

The scene of the citation was just past the construction area. We had observed the 20-mile sign before the truck crossing, and had waited for the light to turn green. Neither of us saw a 45-mile sign east of the green light, and this is why:

Work was going on last night, and trucks were coming down from the hill south of the highway. For some distance the construction road parallels the highway. A truck was driving west as we drove east, and on a dark and cloudy night, the lights blinded us, and it seemed that the truck was coming DIRECTLY at us. Just in time my husband noticed the parallel road; otherwise he would have swerved to the right to avoid what looked like a certain collision. He resumed what he thought was normal speed after this unnerving experience.

Had it been daylight, none of the confusion would have resulted, and we would certainly not be faced with a traffic violation. I believe a flag man should have been on duty, as one is during the day. Perhaps this letter will move you to correct the situation.

We have traveled the highway between Condon and Portland for 20 years, and this is the first ticket my husband has ever received. He is a careful and courteous ~~dir~~ driver, and more than once has looked (in vain) for a state police car to report some incident. It has been just about two weeks since he narrowly missed a man who was walking unsteadily up the MIDDLE of the highway on the three-lane road west of Meredith's Motel west of Hood River. We drove in to Hood River, looking for an officer to tell about it, but couldn't even find a city police car.

It seems to me there should sometimes be a different kind of citation. Wouldn't it be fine if a medal could be awarded the unsung heroes of the highway-- those drivers, like my husband who are so alert that they flag down truck drivers whose loads are shifting; or overtake motorists who have a tire going soft; or wait patiently while a pedestrian crosses a highway illegally. All these things I have noticed about my husband's driving.

Forgive the long letter. The purpose of it is really to request your consideration of placing a flag man at the site of construction when they are working nights. It might save a life, and prevent violation of the speed zone limit.

Yours respectfully,

Mrs. M. J. Riley
Box 52
Condon, Oregon

FORM E-120

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR 30 1[illegible]
FOR FILING
[illegible]
5157

Apr. 29, 1958

Roy L. Houck & Sons &
Roy L. Houck Sons' Corp.
1585 N. 20th St.
Salem, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5157, awarded Mar. 31, 1958, for grading and paving on the W. Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR 28 1958
FOR FILING

I 35(11)

5157

April 24, 1958

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering oiling borrow area on the West Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5157, in connection with Federal Aid Project No. I-35(11).

The borrow area is adjacent to the Union Pacific Railroad tracks on the railroad right of way, and was originally oiled to prevent sand blowing and drifting on the tracks. Under agreement with the R.R. Company, the department is permitted to obtain the borrow. It is necessary, however, to oil the area to leave it in as good a condition as it was originally. This was an anticipated item and included in the Project Authorization.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:of

RECEIVED
APR 24 1958
FOR FILING
I 35(11)

5157

April 23, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering installing 10' of 36" corrugated metal pipe on the West unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5157, in connection with Federal Aid Project No. I-35(11).

An extension was placed on the 48" corrugated metal pipe at Station 1743. The widening of the high fill settled causing the pipe extension to be pulled loose. It is planned to insert the 36" pipe across the break, grouting the upstream end making it act as a slip joint and to prevent water seeping out under the fill. The 36" pipe is adequate to carry the water in this culvert.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

RECEIVED
APR 21 1958
FOR FILING

I-35(11)
5157

April 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering drainage excavation through rock on the West Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5157, in connection with Federal Aid Project No. I-35(11).

It is necessary to excavate a drain ditch through the rock cut from station 1610 to 1629 to provide drainage for a spring that was trapped in this area by construction of the roadbed. The water from this spring was seeping into our surfacing material. Due to the emergency nature of this work it has been done.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:gr

RECEIVED
APR 21 1958
FOR FILING

[illegible]

5157

April 17, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering removal and replacement of sand drift fences on the West Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5157, in connection with Federal Aid Project No. I-35(11).

It is necessary to remove the U.P.R.R. sand drift fences that had been erected on our proposed borrow area at the Shogren Overcrossing to allow the contractor access to the borrow material. The fences will be replaced after the use of the borrow area is no longer necessary. This is an anticipated item in the contract agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:sr

RECEIVED
APR 18 1958
FOR FILING
[illegible]
5157

April 16, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering State participation of flagging costs on the West Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5157, in connection with Federal Aid Project No. I-35(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

RECEIVED
APR 3 1958
FOR FILING
I [illegible]
5157

AGENDA
APR 3 1958
3a-1

March 31, 1958

Roy L. Houck & Sons and
Roy L. Houck Sons Corporation
1585 North 20th Street
Salem, Oregon

Gentlemen:

The State Highway Commission on February 28, 1958 accepted your proposal for grading, stone base and paving the West Unit, Shogren-Rowena Section of the Columbia River Highway, Wasco County, for the sum of $295,492 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5157.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc
cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington
Attn: Dorothy McCormack

Mr. Lowell Richards
c/o Daily Journal of Commerce
83 Columbia Street
Seattle 4, Washington

R. G. Savage (SIAC)
Tom Edwards
S. H. Probert

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

S
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 31, 1958

Roy L. Houck & Sons & Roy L. Houck Sons Corp.
1585 North 20 Street
Salem, Oregon

Contract for W. Unit, Shogren-Rowena Section of Columbia River Highway, Wasco County, for which you submitted low bid on February 28, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900)
C. W. Head
Files ✓

RECEIVED
APR 2 1958
FOR FILING

I-35(11)

5157

March 31, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 7, 1958, on Contract No. 5157, West Unit, Shogren-Rowena Section, in Wasco County, in connection with Federal Aid Project No. I-35(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DCP:lr

File

RECEIVED
FOR FILING
OREGON DISTRICT I 35(11)
5157

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08:35

March 31, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project I-35(11), West Unit, Shogren-Rowena Section of the Columbia River Highway, we hereby concur as of this date in award of contract No. 5157 to Roy L. Houck & Sons and Roy L. Houck Sons' Corporation of Salem, Oregon, low bidder in the amount of $295,492.00 at the February 28, 1958 bid opening.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

RECEIVED
APR 1 1958

FOR FILING

I 32(a)

5157

March 31, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the West Unit of the Shogren-Rowena Section of the Columbia River Highway (Interstate Route No. 2) in Wasco County, Project I-35(11), to Roy L. Houck & Sons and Roy L. Houck Sons' Corp. of Salem, Oregon, on the basis of the bid of $295,492.00 submitted on February 28, 1958.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SHP:ia

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

I 35(11)
08-35
5157

February 12, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-35(11)
Shogren-Rowena Section
Columbia River Highway

Dear Sir:

We have today approved the P. S. and E. documents for subject project. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

RECEIVED
FEB 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 17 1958
FOR FILING

I-35(11)

5157 08:35

February 7, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is to Mr. Probert's February 7, 1958 request for our approval of a specification providing for truck measurement of about 10,000 cubic yards of borrow material to be obtained from an irregular slide area located on proposed Project I-35(11) West Unit, Shogren-Rowena Section of the Columbia River Highway.

The method of measurement you propose is satisfactory and is approved.

Very truly yours,

C. G. Polk
Division Engineer

Original to Mr. Probert

RECEIVED
FEB 7 - 1958
FOR FILING

February 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In connection with the W. Unit, Shogren-Rowena Project, I-35(11), for which bids are planned to be received on February 27, about 10,000 yards of special borrow material is to come from a slide area which is irregular in surface and subject to further movement during progress of the work.

Due to the conditions cited, measurement of these materials cannot be made "in original position". We, therefore, request permission to make measurement in the hauling trucks. All other excavation and borrow (about 20,000) will be measured in excavation.

Measurement of the materials from the slide cannot be made in the embankment as materials from other sources will be used in the same fills.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

RECEIVED
FEB 7 - 1958
FOR FILING

I-35(11)

5157

Salem, Oregon
February 6, 1958

Shogren-Rowena Section,
Columbia River Highway

Mr. Tom Edwards

Herewith copy of a permit from the U. S. Army Engineers covering the encroachment in the pool behind The Dalles Dam near the Shogren Overcrossing.

Please note the requirement that the Army Engineers be notified in writing when the work begins and is completed.

G. S. Paxson

GSP:gm
Encl.
cc Mr. W. C. Williams
Mr. A. G. Skelton (2)

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

February 4, 1958

NPP 800.6(Col.R.-Fills)-11.

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. G. S. Paxson, Assistant State Highway Engineer

Gentlemen:

In response to your application dated January 27, 1958, there is inclosed a permit authorizing a roadway fill in Columbia River at Mosier, Oregon.

The instrument authorizes the work only in accordance with the approved location and plans shown on the print attached to and made a part of the authorization. If it is necessary because of unforeseen or altered conditions to deviate materially from the approved plans, revised drawings showing any proposed changes must be submitted to this office in order that they may receive the approval required by law before the work is commenced.

Attention is invited to condition (i) of the instrument, which requires that this office be notified in writing concerning commencement, suspension, resumption, and completion of the work. If it does not conform substantially with the approved plan, the work will be unlawful. It is important, therefore, that the notices be received promptly in this office in order that inspections may be made at appropriate times.

Very truly yours,

T. W. RAGSDALE
Chief, Operations Division

1 Incl
Permit, February 4, 1958

RECEIVED
1958
OREGON
STATE HIGHWAY COMMISSION

NPPKS-4

NPP 800.6(Col.R.-Fills)-11.

DEPARTMENT OF THE ARMY

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining *State assent* to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings* v. *Chicago*, 188 U. S., 410.)

16—13109-8

PERMIT

Portland District, Corps of Engineers.
628 Pittock Block, Portland 5, Oregon.
February 4, 1958.

Oregon State Highway Department

Salem, Oregon

Gentlemen:

Referring to written request dated January 27, 1958,

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army,

to construct a road fill above the low water line
(Here describe the proposed structure or work.)

in Columbia River
(Here to be named the river, harbor, or waterway concerned.)

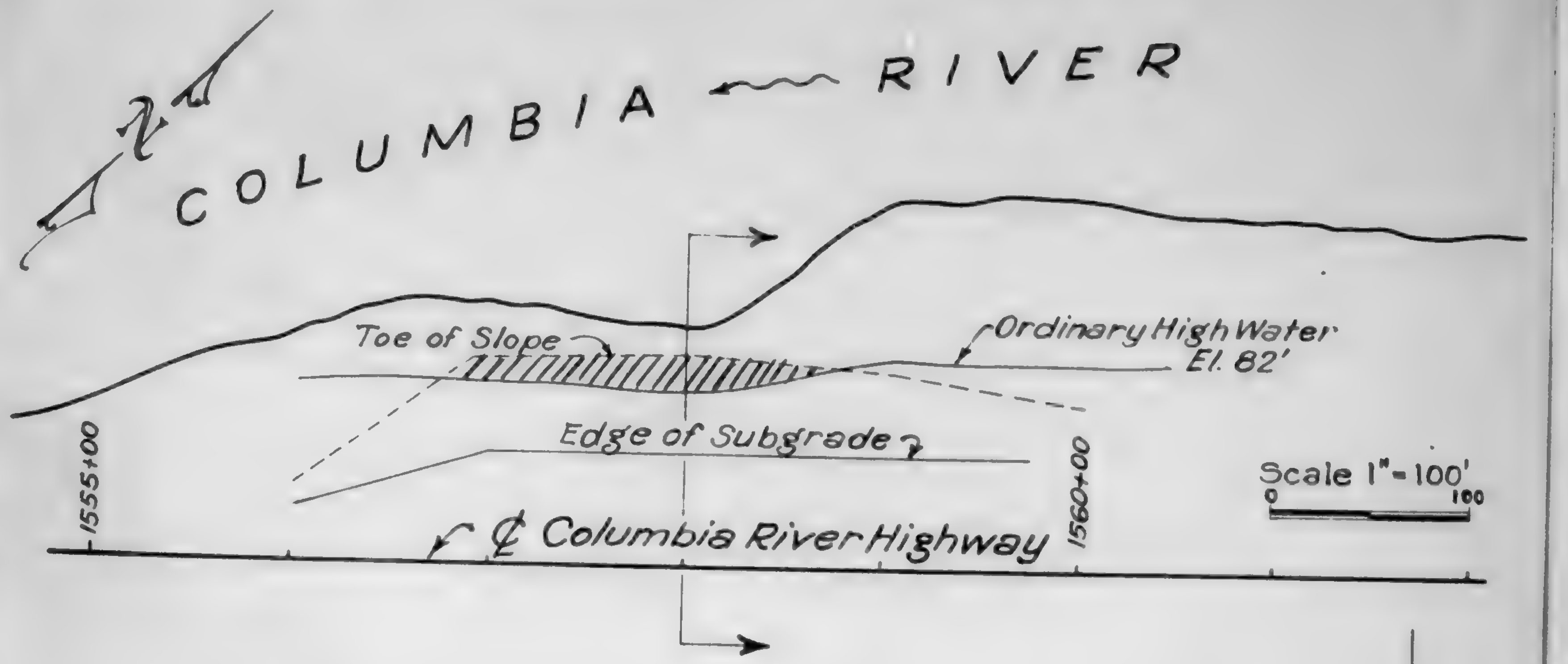
at Mosier, Oregon,
(Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)

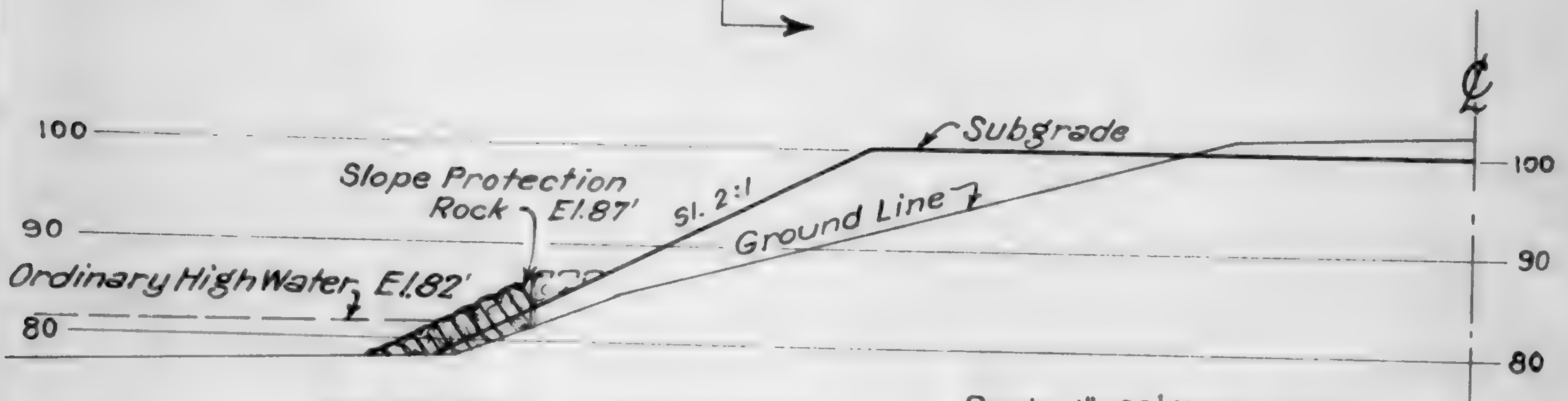
in accordance with the plans shown on the drawing attached hereto marked:
(Or drawings; give file number or other definite identification marks.)

"NPP 800.6(Col.R.-Fills)-11/1"

subject to the following conditions:

1




100
90
80
℄
Subgrade
Slope Protection Rock El. 87'
Sl. 2:1
Ground Line
Ordinary High Water El. 82'
100
90
80
Scale 1" = 20' Horiz. & Vert.
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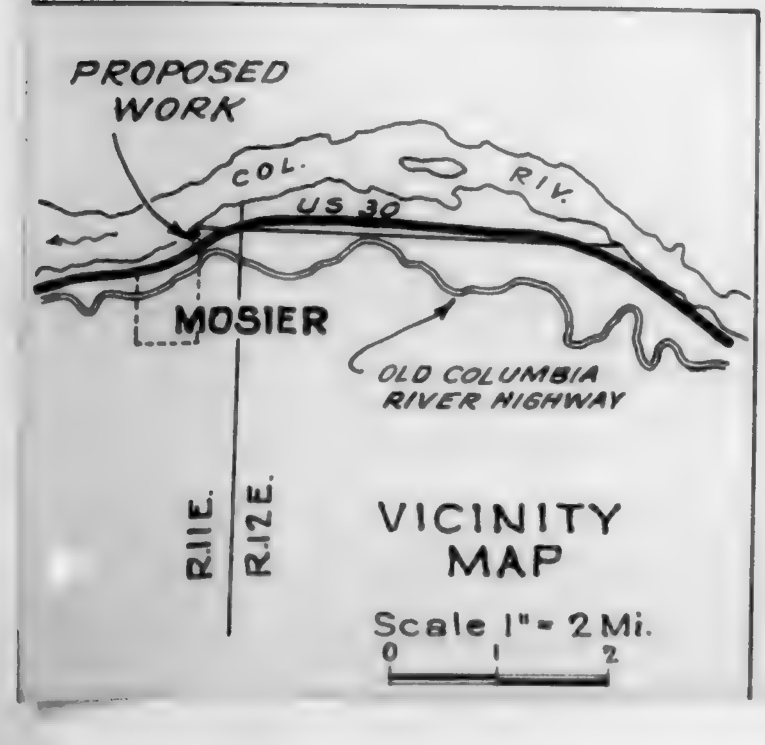
10
20

TYPICAL SECTION
Sta. 1558+00



VICINITY MAP

OREGON STATE HIGHWAY DEPARTMENT
Located Line
PROPOSED FILL IN COLUMBIA RIVER
SHOGREN - ROWENA SECTION
COLUMBIA RIVER HIGHWAY
Wasco Co.
Jan. 1958
NPP 800.6(Col.R.-Fills)-11/1

(*a*) That the work shall be su[illegible] to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(*b*) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, New York City.

(*c*) That there shall be no unreasonable interference with navigation by the work herein authorized.

(*d*) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(*e*) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(*f*) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(*g*) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(*h*) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(*i*) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(*j*) That if the structure or work herein authorized is not completed on or before the 31st day of December, 1960, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

By authority of the Secretary of the Army:

JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

By T.W. Ragsdale
T. W. RAGSDALE
Chief, Operations Division

RECEIVED
JAN 31 1958
FOR FILING

January 27, 1958

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

The Oregon State Highway Department is constructing to a four-lane standard a section of US30 in Wasco County. In that section between the Shogren overcrossing of the Union Pacific's railroad and a point approximately 2,000 westerly, the fill slopes extend into the ordinary high water of the pool behind the Bonneville Dam. I am attaching hereto a tracing and three prints showing the location and details of the proposed embankment and request your approval of the work.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

FORM E-123X 50M 8-57

RECEIVED

FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
W. C. WILLIAMS

January 27, 1958

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

The Oregon State Highway Department is constructing to a four-lane standard a section of US30 in Wasco County. In that section between the Shogren overcrossing of the Union Pacific's railroad and a point approximately 2,000' westerly, the fill slopes extend into the ordinary high water of the pool behind the Bonneville Dam. I am attaching hereto a tracing and three prints showing the location and details of the proposed embankment and request your approval of the work.

Very truly yours,

W. C. Williams
State Highway Engineer

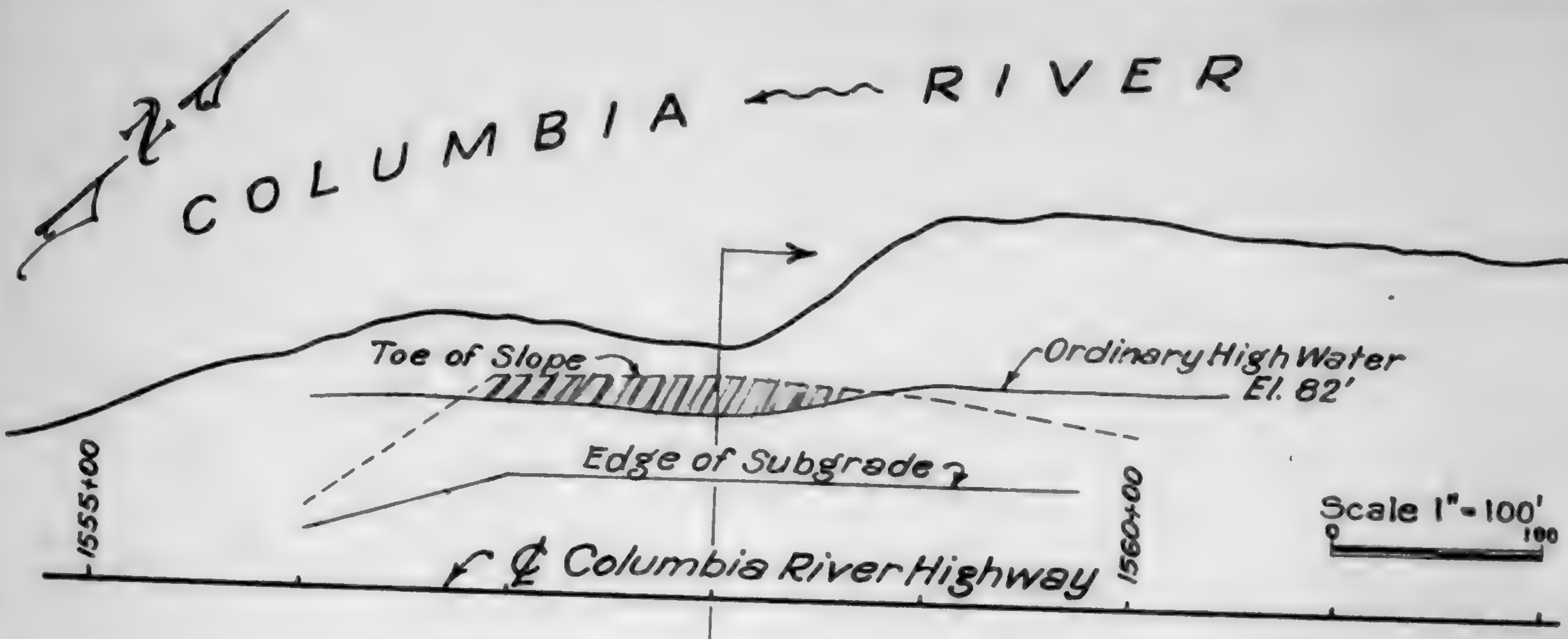
By Original signed
G. S Paxson

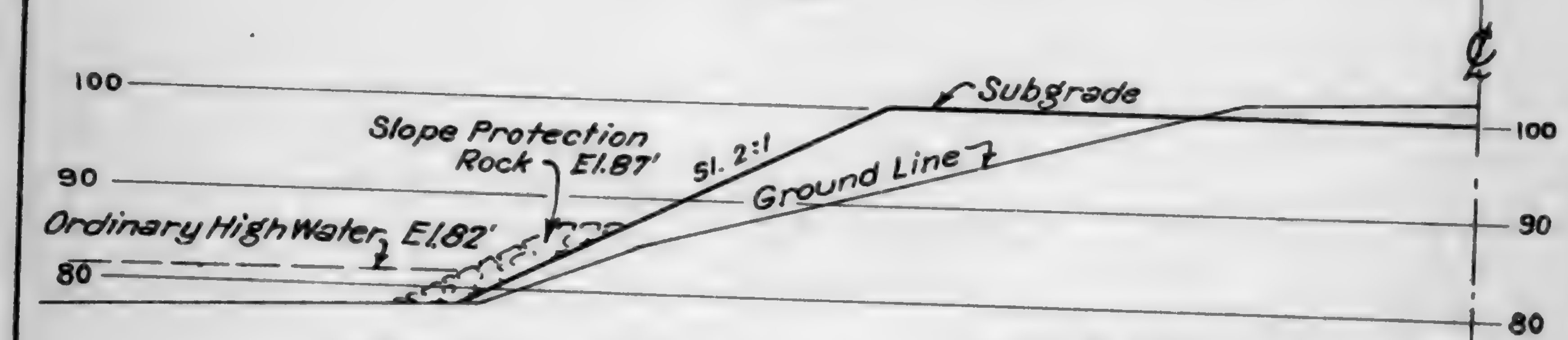
G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

1R-5-1112





TYPICAL SECTION
Sta. 1558+00

Scale 1" = 20' Horiz. & Vert.
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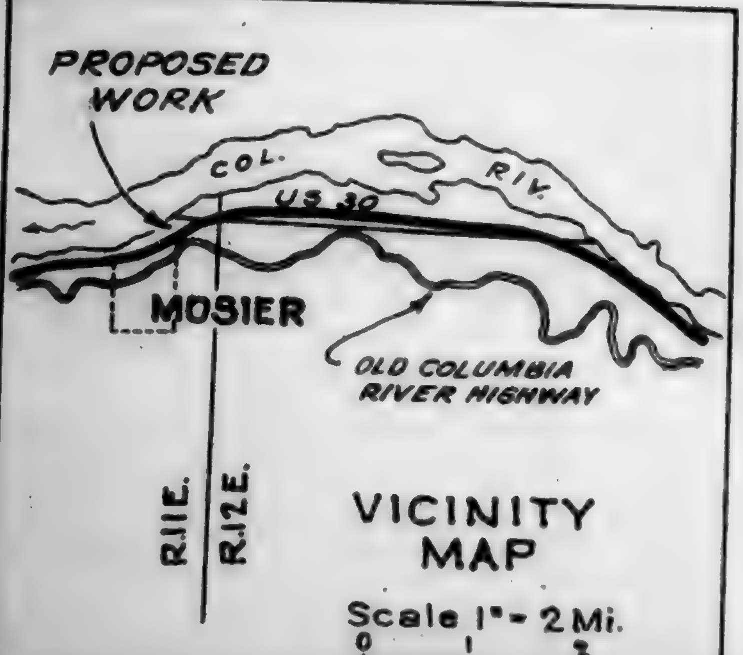
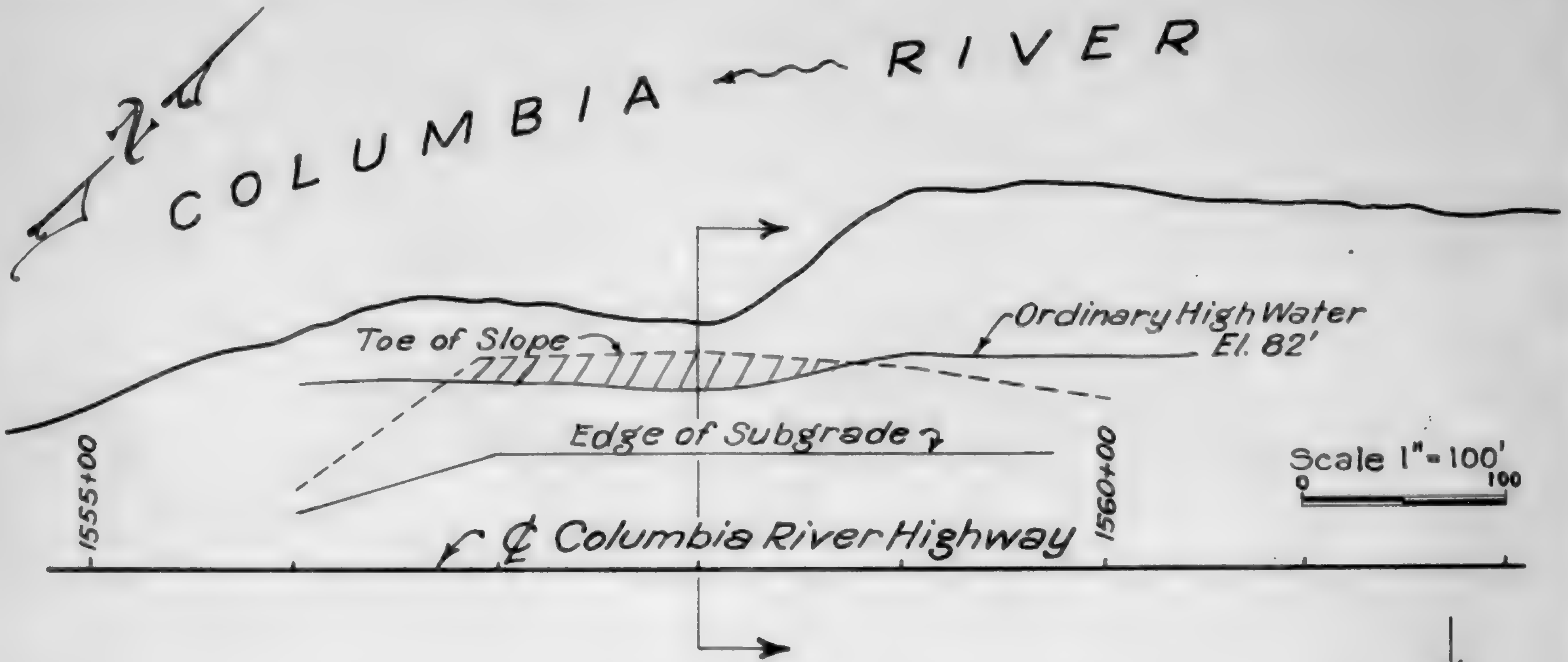


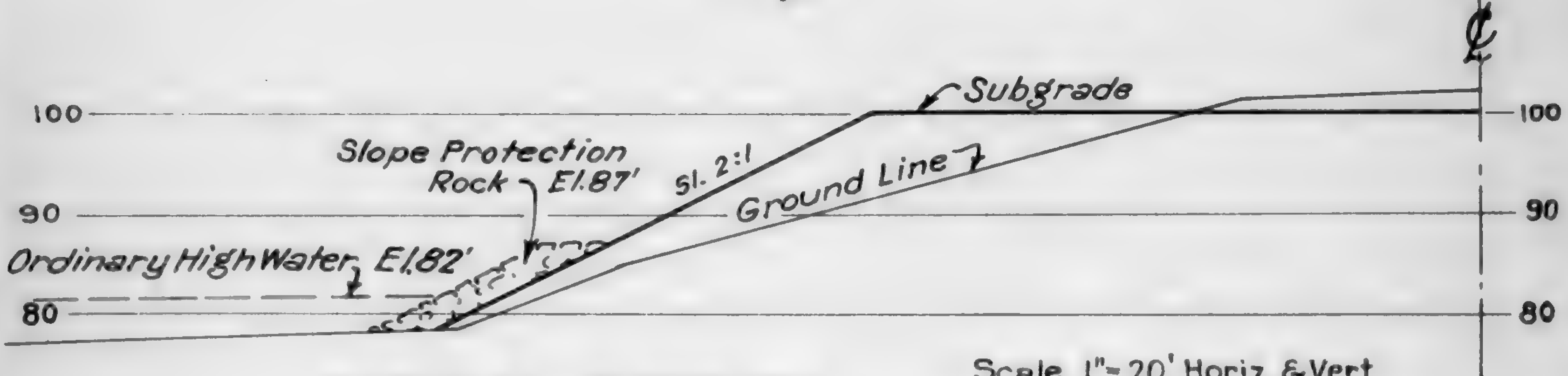
OREGON STATE HIGHWAY DEPARTMENT
Located Line

PROPOSED FILL IN COLUMBIA RIVER

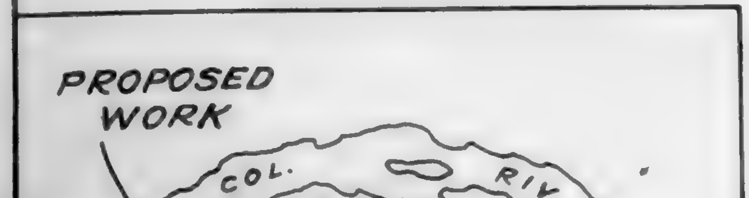
SHOGREN - ROWENA SECTION
COLUMBIA RIVER HIGHWAY
Wasco Co.
Jan. 1958

1R-5-1112




℄
Subgrade
100
Slope Protection Rock - El. 87'
Sl. 2:1
Ground Line
90
Ordinary High Water El. 82'
80
Scale 1" = 20' Horiz. & Vert.
0
10
20

TYPICAL SECTION
Sta. 1558+00



OREGON STATE HIGHWAY DEPARTMENT
Located Line

PROPOSED FILL IN COLUMBIA RIVER

SHOGREN - ROWENA SECTION
COLUMBIA RIVER HIGHWAY
Wasco Co.
Jan. 1958

336-1715 Carlton (N. Kutch and E. Monroe Sts.) (Grad. and Paving) 1958
#5158

Sp. State Tax St. Fund = 76

RECEIVED
SEP 23 1958
FOR FILING

(CONTRACT NO.) 5158

OREGON STATE HIGHWAY DEPARTMENT
(date)

Sept. 19, 1958

	(EST. NO.)	(CONTRACTOR)	
5158	3 Final	Warren Northwest Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21737	H223618	$500.00	9-19-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 85 workdays from Apr. 14, 1958

Time Extensions: None

Completion Date: 7-8-58

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 19, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 22 1958
GRW

NOTED ON CARD
cm

RECEIVED
SEP 11 1958
FOR FILING
[illegible]
[illegible]

Sept. 11, 1958

CERTIFIED MAIL

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5152 for grading and paving on the Carlton (N. Kutch & E. Monroe Sts.) Section in Yamhill County was completed by the contractor, Warren Northwest, Inc., on July 8, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $500.00 will be released to the contractor on or after Sept. 22, 1958. The total contract amount is $9,818.79, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD
em

RECEIVED
AUG 27 1958
FOR FILING

Aug. 27, 1958

CERTIFIED MAIL

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc., in connection with Contract No. 5158, for grading and paving on the Carlton (N. Kutch & E. Monroe Streets) Section in Yamhill County.

This payment, in the amount of $719.34, will be released to the contractor on or after Sept. 6, 1958. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD
JM

Form E-1—10M—7-57

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Carlton City Streets (N. Kutch & E. Monroe Sts.)

For Week Ending August 8, 1958

Kind of work Grading & Paving

Highway City Streets County Yamhill

Section prefix 336-1715

Contractor Warren Northwest Inc.

Contract number 5158

Date of contract June 3, 1958

Specified work days 85

Date work started April 14, 1958

Work days used 37

Project authorization . . . . . $ 9,725.00

Exclusive of engineering . . . . $ 8,945.18

Per cent of time elapsed 43.53 %

Estimated cost of completed project, exclusive of engineering . . . . $ 10,160.54

Estimated per cent [illegible]r underrun . . . . 1.90 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . . $ 777.84

Engineering cost to date $ 910.70 (Overrun) 17.12% %

Date project was completed July 11, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The office force is completing the Semi-Final Estimate which will be submitted during the week of August 11-15, 1958.

CONSTRUCTION DIVISION
RECEIVED
AUG 11 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE CO

Noted
M. N. Juve

Signed James W Corkell

Address P.O. Box 154, Hillsboro, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	500	570	0.00	000	550
Miles partially completed	500	570	0.00	000	564
Miles completed	500	570	0.00	000	564
Total estimated quantities (contract)	500	570	0.00	000	564
Total quantities corrected to date	500	570	0.00	000	564
Estimated quantities moved or placed to date	500	570	0.00	000	564
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Form A-150—10M—6-57

INVOICE

Oregon State Highway Department

SALEM, OREGON

City of Carlton
Carlton, Oregon

NOTED

Invoice No. 55463

Date May 12, 1958

Your Req. No.

Billing Request No. CC-400

Credit Distribution: 336-1715-295

Advance Deposit	$2,000.00
Transfer City's share of cost of Contract No. 5158, N Kutch & E. Monroe Streets	2,000.00
To Be Refunded	None

1250-51

RECEIVED
JAN 8 1959
ENGINEER
COUNTY & CITY RELATIONS

NOTED
John [illegible]

CKNOWLEDGMENT OF BILLING REQUE

State Printing 4396

Cash Received with Request: $..................

By..

FORM E-128

RECEIVED
APR [illegible]
FOR FILING

226-1715

5158

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Apr. 29, 1958

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5158, awarded Mar. 31, 1958, for grading and paving on the Carlton (N. Kutch and E. Monroe Sts.) Section in Yamhill County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

CITY OF CARLTON
OFFICE OF THE RECORDER

CARLTON, OREGON

April 8th,1958

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Mr Harold Ayers
Engineer, County and City Relations
Salem, Oregon

Dear Sir:

Would you please send the City of Carlton a set of the plans to be used on North Kutch street. We would like to assess each property owner for curbs.

Thank You.

Very truly yours,
Lela Crites
City Recorder

NOTED

Sent 4-11-58
HGA.

RECEIVED
APR 11 1958
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
APR 11 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. G. SWANSON

NOTED
V. R. JONES

NOTED
Harold C. Ayers

April 7, 1958

Mrs. Lola Crites
City Recorder
Carlton, Oregon

NOTED
John F. Hagemann

Dear Mrs. Crites:

We have received the City's check in the amount of $2,000 covering the cost of drainage and curbs, and on March 31, 1958, the State Highway Commission awarded contract no. 5158 to Warren Northwest Incorporated for the reconstruction of North Kutch and East Monroe Streets in Carlton. Enclosed for the City's records is a copy of the contract and plans.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Encl.

NOTED
C G. SWENSON

RECEIVED

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5158

April 3, 1958

Mr. L. R. Smith
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Mr. Smith:

Your letter of March 25th regarding street crossings of the Southern Pacific Railroad in Carlton has been referred to this office.

In your letter you note that the headers at the crossing of North Kutch Street need renewing and ask if we are prepared to meet the consequent grade at this time. We now have this project under contract and it is contemplated that our work at these street crossings will be done by the contractor. I have asked Mr. A. E. Johnson, Assistant Division Engineer in Portland, to contact you and work out a schedule which will be suitable to both yourself and the contractor for the performance of this work.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

cc A. G. Skelton
P. M. Stephenson ✓

RECEIVED
APR 4 1958
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

10 57-8M

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. R. SMITH
SUPERINTENDENT

11651/323-3

Mar. [illegible], 19[illegible]

Mr. W. C. Williams, State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. [illegible] Stephenson

Dear Sir:

Referring to proposed street improvements, in the City of Carlton, of North Kutch and East Monroe Streets, which was a matter of discussion between you and Mr. [illegible] of our office as to the effect upon Southern Pacific Company's trackage and property:

Upon investigating these two street crossings, find that East Monroe Street crossing was paved in 1950 and is in good condition; however, North Kutch Street is in fair condition and the headers need renewing. If we are able to renew these headers, would the State meet the grade in order to repair this crossing at this time?

Yours truly,

NOTED
[illegible]

NOTED
Harold C. Ayers

Salem, Oregon
March 31, 1958

Advance Deposit
City of Carlton

Mr. C. E. Maison
OFFICE

NOTED
John F. Hagemann

Attached is a check from the city of Carlton in the amount of $2,000. This amount is to cover construction of curbs in connection with the Special City Allotment project on Couch and Monroe Streets which are being constructed as part of the project at the city's request.

This project is now clear for award of a contract.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

cc: G. S. Paxson
S. H. Probert

NOTED
C. G. SWENSON

RECEIVED
APR 5, 1958
FOR FILING
336-17-5

5158

AGENDA
APR 3 1958
30-2

March 31, 1958

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958 accepted your proposal for grading and paving North Kutch and East Monroe Streets in the city of Carlton, Yamhill County, for the sum of $9,568 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5158.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington
Attn: Dorothy McCormack

Mr. Lowell Richards
c/o Daily Journal of Commerce
83 Columbia St.
Seattle 4, Washington

R. G. Savage (SIAC)
Tom Edwards
S. H. Probert

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

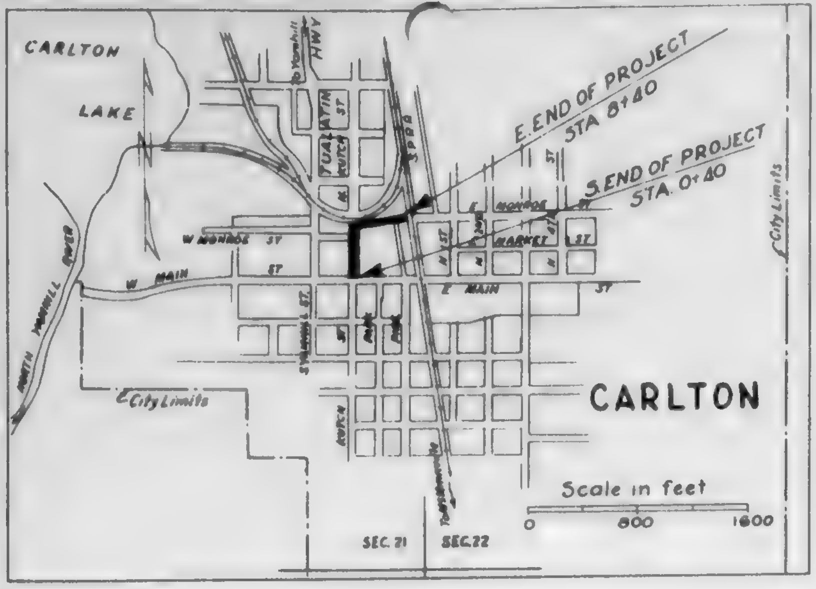
March 31, 1958

Warren Northwest, Inc.
9860 N. E. Hancock Drive
Portland, Oregon

Contract for grading and paving N. Kutch and E. Monroe Street in the city of Carlton, Yamhill County, for which you submitted low bid on March 28, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

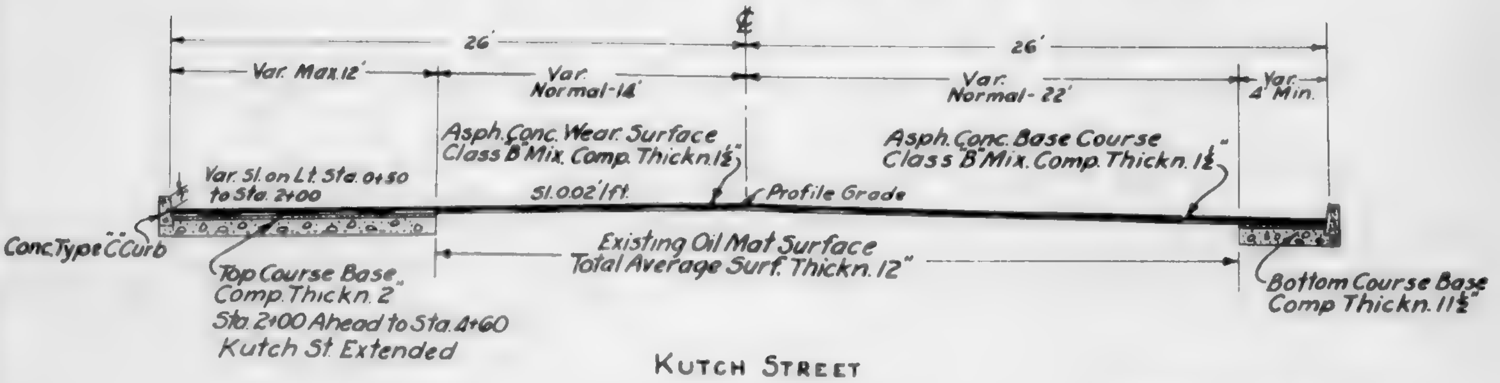
cc: Accounting (5003-900)
C. W. Head
Files ✓



SUMMARY

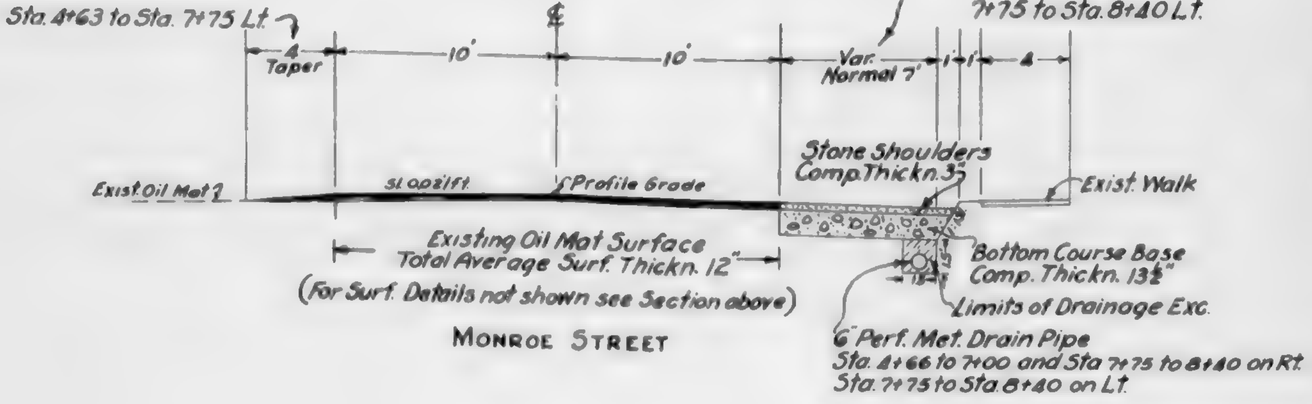
ITEM	UNIT	NET QUANTITY	ALLOWANCE	TOTAL
Removal of Catch Basins	One	2	–	2
Drainage Excavation, Unclassified	Cu. Yd	52	4	56
General Excavation Unclassified	" "	458	42	500
8-inch Sewer Pipe	Lin. Ft.	6	4	10
12-inch Sewer Pipe	" "	81	9	90
6-inch Perforated Metal Drain Pipe, Uncoated	" "	393	37	430
Special Backfill in Drains	Cu. Yd.	29	1	30
Concrete Catch Basins	One	4	–	4
Adjustment of Manholes	"	3	–	3
Concrete Curbs	Cu. Yd	19	1	20
Coarse Crushed Material in Base	" "	441	39	480
¾"-0 Material in Base	" "	74	16	90
Sprinkling	M-Gal	13	1	14
Class "B" Asphaltic Concrete	Ton	513	37	550

TYPICAL SECTIONS


℄
26'
26'
Var. Max. 12'
Var. Normal - 14'
Var. Normal - 22'
Var. 4' Min.
Asph. Conc. Wear. Surface Class "B" Mix. Comp. Thickn. 1½"
Asph. Conc. Base Course Class "B" Mix. Comp. Thickn. 1½"
Var. Sl. on Lt. Sta. 0+50 to Sta. 2+00
Sl. 0.02'/ft.
Profile Grade
Conc. Type "C" Curb
Existing Oil Mat Surface Total Average Surf. Thickn. 12"
Top Course Base Comp. Thickn. 2"
Bottom Course Base Comp Thickn. 11½"

Sta. 2+00 Ahead to Sta. 4+60
Kutch St. Extended

KUTCH STREET


Sta. 4+63 to Sta. 7+75 Lt.
Sta. 4+63 to Sta 8+40 Rt.
7+75 to Sta. 8+40 Lt.
℄
4 Taper
10'
10'
Var. Normal 7'
1'
1'
4
Stone Shoulders Comp. Thickn. 3"
Exist. Oil Mat
Sl. 0.02'/ft.
Profile Grade
Exist. Walk
Existing Oil Mat Surface Total Average Surf. Thickn. 12"
Bottom Course Base Comp. Thickn. 13½"
15"
15"
Limits of Drainage Exc.
6" Perf. Met. Drain Pipe
Sta. 4+66 to 7+00 and Sta 7+75 to 8+40 on Rt.
Sta. 7+75 to Sta. 8+40 on Lt.

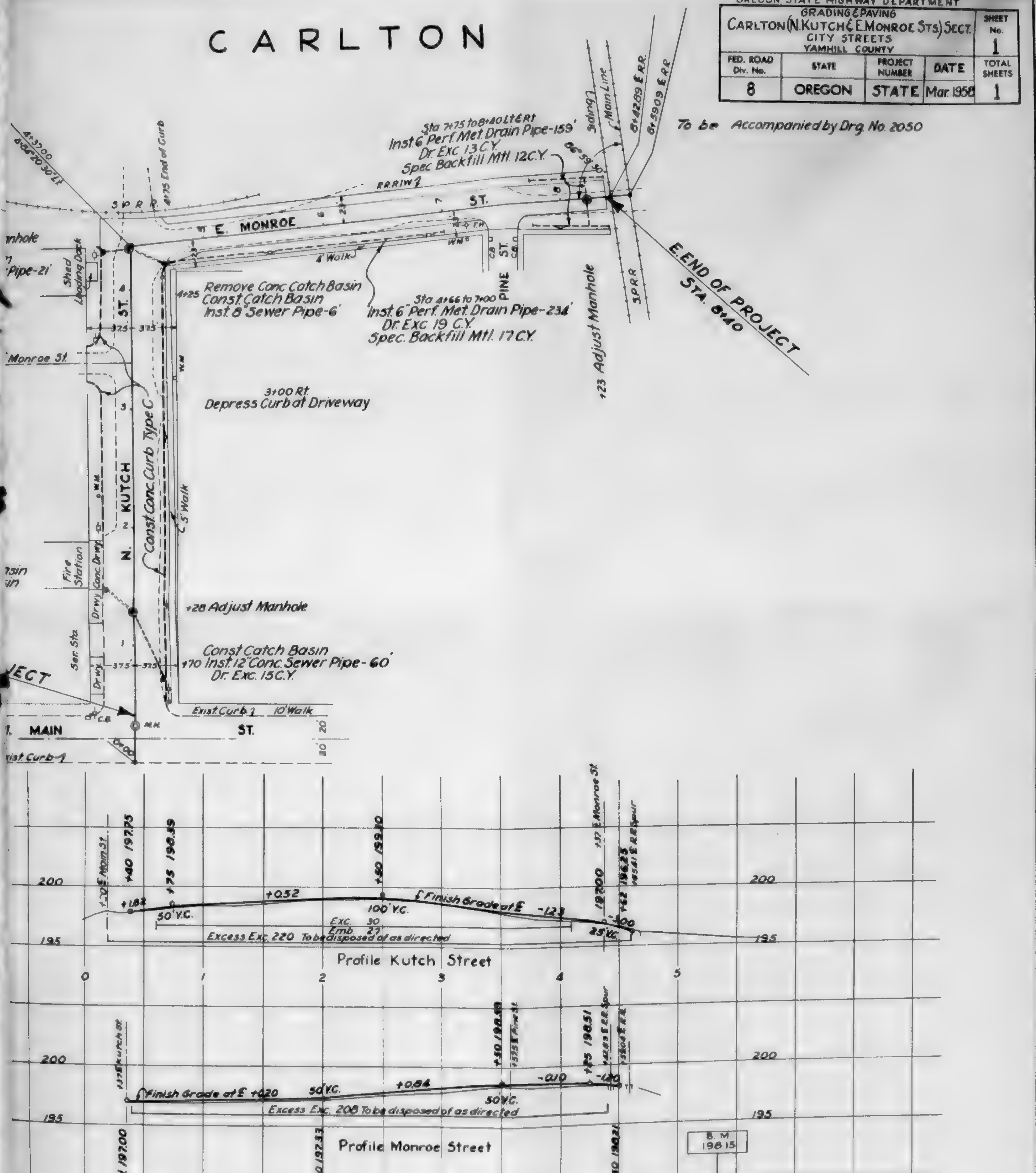
(For Surf. Details not shown see Section above)

MONROE STREET

OREGON STATE HIGHWAY DEPARTMENT GRADING & PAVING CARLTON (N. KUTCH & E. MONROE STS.) SECT. CITY STREETS YAMHILL COUNTY				SHEET No. 1
FED. ROAD Div. No.	STATE	PROJECT NUMBER	DATE	TOTAL SHEETS
8	OREGON	STATE	Mar. 1958	1

CARLTON

To be Accompanied by Drg. No. 2050



RECEIVED
APR [illegible] 1958
FOR FILING

336-1715 FORM K-20X—37,000—8-57—1477

5158

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 31, 1958

SUBJECT: Advance Deposit
City of Carlton

To: Mr. C. H. Maison
OFFICE

Attached is a check from the city of Carlton in the amount of $2,000. This amount is to cover construction of curbs in connection with the Special City Allotment project on Couch and Monroe Streets which are being constructed as part of the project at the city's request.

This project is now clear for award of a contract.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

cc: G. S. Paxson
S. H. Probert

RECEIVED
MAR 31 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 1 1958
FOR FILING

336-1715

5158

[illegible] #76

March 26, 1958
Salem, Oregon

$250,000 Fund (1958) Agreement
City of Carlton

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached is a conformed copy of an agreement with the City of Carlton covering the Special City Allotment project on North Kutch Street and East Monroe Street in Carlton.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Carlton, Oregon.

Secretary

rn
Attach: 1

FORM E30—30M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1958

SUBJECT: $250,000 Fund (1958) Agreement
City of Carlton

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on North Kutch Street and East Monroe Street in Carlton. Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The Commission approved this project December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date March 20, 1958

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-5-57 Minute Page 37
Secretary

RECEIVED
MAR 19 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 26 1958
FOR FILING

336-1715

5158

March 26, 1958

Lola Crites, City Recorder
City Hall
Carlton, Oregon

Dear Miss Crites:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Carlton covering the Special City Allotment project on North Kutch Street and East Monroe Street in Carlton.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAR 18 1958
ENGINEER
[illegible] OPERATIONS

ORDINANCE NO. 345

3-13-58

AN ORDINANCE providing for a form of agreement by and between the City of Carlton, Oregon, and the State of Oregon, acting by and through its State Highway Commission for the improvement of N. Kutch St. from W. Main St. to East Monroe St. East Monroe St. from N. Kutch St. to S. P. R. R. Crossing, a distance of approximately 0.16 miles and declaring an emergency.

WHEREAS, the City of Carlton, Oregon has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision or ORS 366.800 and 366.805, and,

WHEREAS, the State Highway Commission has accepted such application for the improvement of N. Kutch St. from W. Main St. to E. Monroe St. and E. Monroe St. from N. Kutch St. to S. P. R. R., a distance of approximately 0.16 mile, and,

WHEREAS, in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" attached hereto and by this reference the project up to $20,000 and the City of Carlton to pay all cost in excess of $20,000, now therefore,

THE PEOPLE OF THE CITY OF CARLTON DO ORDAIN AS FOLLOWS:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Carlton, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of N. Kutch St. and E. Monroe St. and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the spring and summer of 1958 when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Carlton, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

Passed by the Council this 13 day of March, 1958, by the following vote:

Ayes: Asplund, Baum, Jarnstedt, Rodgers, Good

Nays: None

Approved by the Mayor this 13 day of March, 1958.

Wilee E Mason
MAYOR

Attest:

Lola Pitts
RECORDER

December 11, 1957

Mrs. Lola Crites
City Recorder
Carlton, Oregon

Dear Mrs. Crites:

On December 5 the State Highway Commission approved the Special City Allotment project as shown in the attached summary. The project was approved on the basis that the City will furnish $2,000 as its share of the project.

You will be contacted at a later date to work out details of the project and negotiate an agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Att.

NOTED
C. G. SWENSON

11-25-57

25 [illegible] 58 Carters.

N. [illegible] Street is in fair condition and is receiving excessive use. Due to heavy and unusual industrial traffic and large number of lumber carriers being hauled from mill to loading docks located on E [illegible] Street.

In connection with Mr. [illegible] Good it appeared that City may be able to raise funds to place curbs along this section and pave for full width. He asked for a little time to approach the property owners for full [illegible].

Believe the base is not sufficient to hold up under traffic and should be excavated and new base placed as 3" asphalt [illegible]. This on advise of soils Specialist

HC

1

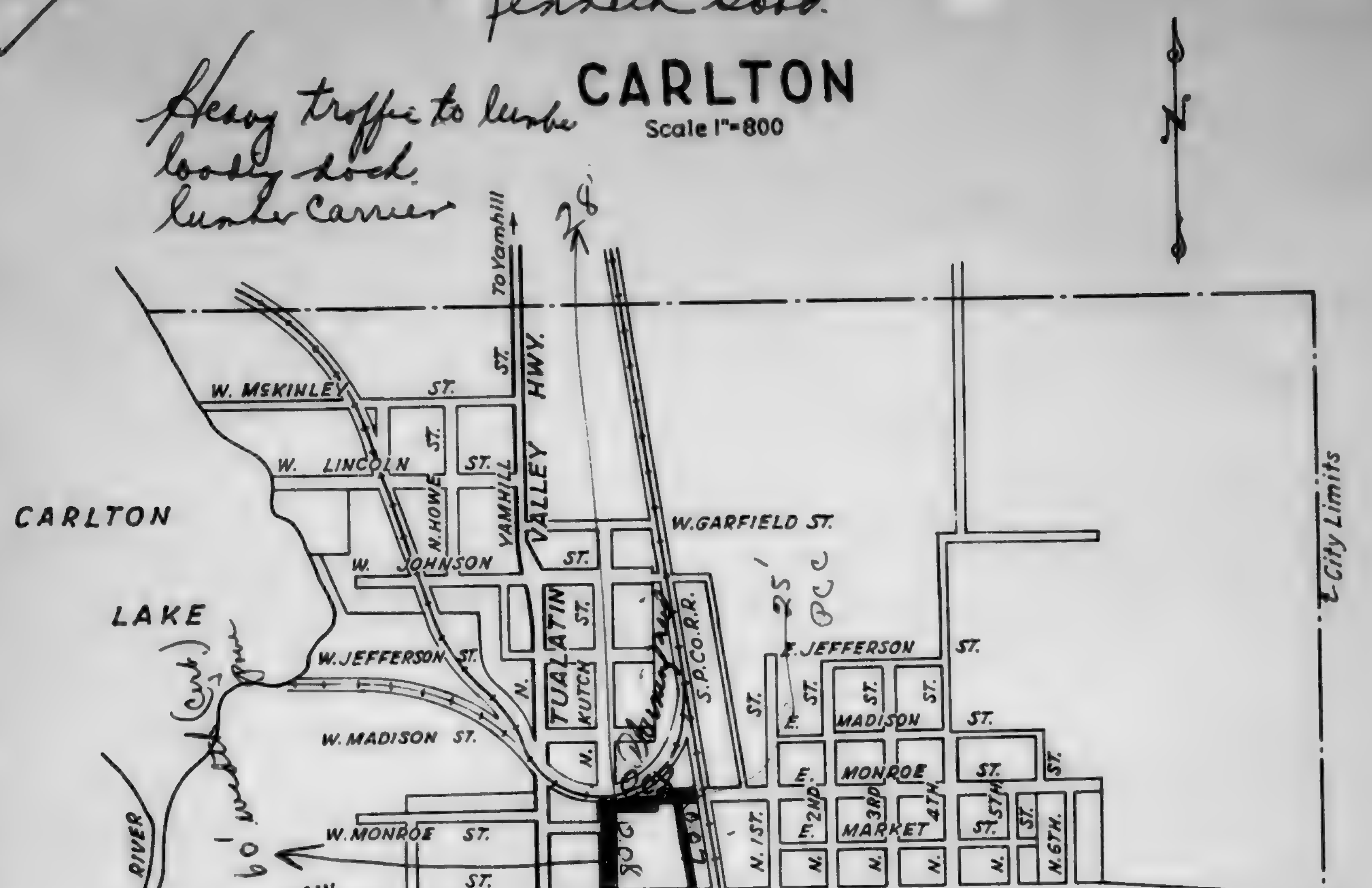
Kenneth Gosh

no 37

Heavy traffic to lumber loading dock. lumber carrier

CARLTON

Scale 1"=800



Rev. 8-30-49

4.

CITY OF CARLTON
OFFICE OF THE RECORDER

CARLTON, OREGON

November 26th,1957

Mr Harold C. Ayers
County and City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

At a specially called council meeting Monday,November 25th, the council discussed the proposed work on North Kutch and West Monroe street. The City Councilmen were all in agreement on having the streets repaired, and will add the necessary $2,000.00 for proper drainage and Curbs.

This work of course, in all probability wont be started until spring, is that not right, at the same time the State , no doubt will widen the street by the grain elevator, since that request is on active file.

Very truly yours

Lola Crites
City Recorder

RECEIVED
NOV 27 1957
ENGINEER
COUNTY & CITY RELATIONS

FORM 2-126-A 25M REVISED 5-56

No. 37

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MC IVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 6, 1957

Mrs. Lola Crites
City Recorder
Carlton, Oregon

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Dear Mrs. Crites:

This is to acknowledge receipt of a resolution adopted by the City of Carlton requesting aid from the annual $250,000 Special City Allotment fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the 1958 program.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Clarence G. Swenson
Acting Engr., County and City Relations

PS: The enclosed resolution is being returned for the city's records.
CGS

NOTED
JOHN D. GRAHAM

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Carlton is an incorporated city of the State of Oregon, and has a population of 1071, as given by the latest official census, and

WHEREAS, the following streets of said city, Carlton

Form cc-50 (1953 Rev.)
Special City Allotment

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

North Kutch street form the intersection of West Main, down to the
intersection of West Monroe street, East on West Monroe to the R. R.
crossing. Down North Pine street to the intersection of West Main street/
Second choice, South 3rd street from intersection of East Main down
to the intersection of East Polk, down east Polk to the intersection
of South Pine street.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Carlton does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Kenneth Good as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 3rd day of June, 1957.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Carlton at a regular or special meeting of said Council, held on the 3rd day of June, 1957, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 4th day of June, 1957.

Lola Crites
City Recorder

S-369(1) South Mission Rd. Sec. 1958
Grading and Oiling
#5159

A

RECEIVED
JUL 28 1960

FOR FILING
A 36901)

5159

July 27, 1960

American Casualty Company
Reading
Pennsylvania

Attention: R. E. Randall,
Bond Department

Dear Sir:

Thank you for your letter of July 21, consenting to the release of final payment on Contract No. 5159, awarded to Shannon Construction Company and Sardine Creek Timber Company, for grading and oiling on South Mission Road, Umatilla County.

The check for final payment, which is being held in our Accounting Division, will be released to the contractor immediately.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rv

cc: C. H Maison, Auditor; Attention: John Herr
Stewart Weiss, Milburn Bldg., Sweet Home, Oregon
Rathbone, King & Seeley, 310 S. W. 4th Ave., Portland 4, Oregon

NOTED ON CARD
DC

AMERICAN CASUALTY COMPANY

PROTECTION BY ACCO

Home Office
Reading, Pennsylvania

July 21, 1960

Oregon State Highway Commission
State of Oregon
Salem, Oregon

ATTN: MR. FLOYD QUERY, SECRETARY

SUBJECT: Shannon Construction Co. and
Sardine Creek Timber Co.
Bond #328138
F. F. 5897 and 8064
Contract #5159 - Grading and oiling
South Mission Road, Umatilla County

We, as surety, on the reference project now have in our possession the release which was executed by the executrix of the estate of Frank Moore, deceased. We also have in our possession the contractor's sworn statement and affidavit. Since the original claim of Frank Moore against our principals was negotiated and has now been settled the American Casualty Company now consents to the release of the final payment on the reference contract in the amount of $3,335.29 which was originally withheld at our request.

We, as surety, greatly appreciate the fine cooperation of all parties to this case.

R. E. Randall
R. E. RANDALL, BOND DEPARTMENT

cc: Mr. Stewart Weiss, Attorney-at-law
Milburn Building
1240 10th Avenue
Sweet Home, Oregon

cc: McCormick & Wells, Attorneys
802 Equitable Building
Portland, Oregon

cc: Rathbone, King & Seeley
310 S. W. 4th Avenue
Portland 4, Oregon

STEWART WEISS
ATTORNEY AT LAW
MILBURN BUILDING
1340 10TH AVENUE
SWEET HOME, OREGON
TELEPHONE EMPIRE 7-8100

July 18,1960

Oregon State Highway Commission
Salem, Oregon

Attention Mr. Query,Secretary

Dear Mr. Query:

I am enclosing a copy of the statement and affidavit which was sent to the Bonding company or rather to the American Casualty Company of Reading, Pennsylvania today. It is my understanding that they will wire a release to you if all of the papers are in order.

Sincerely,

Stewart Weiss

Enc/

RECEIVED
JUL 19 1960
OREGON
STATE HIGHWAY COMMISSION

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT

STATE OF OREGON)
) ss.
COUNTY OF LINN)

I, PAUL HUTCHINS, being first duly sworn on oath, depose and say that:

I am a partner in a joint venture between SHANNON CONSTRUCTION CO. and SARDINE CREEK TIMBER CO., as contractors, and The State of Oregon Highway Commission for grading and oiling the South Mission Road in Umatilla County, Oregon, contract No.5159 dated May 13,1958.

Said Contract is fully performed.

No payments to sub-contractors or others for labor performed or materials furnished in connection with said contract have been made by notes which are at this time unpaid.

That neither the retained percentage nor any payment due or to become due under said contract nor a part of such retained percentage or payment have been assigned to any individual, corporation, bank or banking institution, or trust company, or to any other.

That the contractor is not indebted to any individual , firm corporation, bank or trust company for loans or advances.

That all bills have been fully paid for labor performed or materials furnished in connection with said contract.

This affidavit is made for the purpose of inducing the AMERICAN CASUALTY COMPANY of READING, PENNSYLVANIA to consent to the release of all of the monies unpaid on said contract held by the said Highway Commission.

Paul Hutchins

Subscribed and sworn to before me this 8 day of July,1960.

Notary Public for Oregon
My Commission Expires Jan. 3, 1963.

RECEIVED
JUL 15 1960
FOR FILING

STEWART WEISS
ATTORNEY AT LAW
MILBURN BUILDING
1340 10TH AVENUE
SWEET HOME, OREGON
TELEPHONE EMpire 7-2100

June 20,1960

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Atten: Mr.Floyd Query.
Re: Highway Contract 5159 - Shannon Construction Company and Sardine Creek Timber Company.

Dear Mr. Guery:

I am enclosing a copy of a Release which has been executed by the executrix of the estate of Frank Moore, deceased. You should be receiving a release from the American Casualty Company very soon. Will you please forward check to me, payable to Shannon Construction Company and Sardine Creek Timber Company, as soon as the release is received.

Sincerely,

Stewart Weiss

Enc/

P.S. Original sent to American Casualty

S

7-12-60 Talked to Am. Cas. agent at CA 67^{6}95 Portland
He says release was sent to Am. Cas. Co.
Am. Cas. Bldg. Reading Pa. attention
Mr. Ross.

FQ

RECEIVED
JUN 21 1960
OREGON
STATE HIGHWAY COMMISSION

RELEASE

In consideration of the sum of Six Hundred Seventy Five Dollars ($675.00) to me in hand paid by SHANNON CONSTRUCTION COMPANY and SARDINE CREEK TIMBER CO., I, Sadie P. Moore, Executrix of the estate of Frank Moore, deceased, do by these presents release and forever discharge SHANNON CONSTRUCTION COMPANY and SARDINE CREEK TIMBER CO. of and from all claims of every kind, nature and character whatsoever in law or in equity, which the said Frank Moore, deceased, ever had or now has against the said SHANNON CONSTRUCTION COMPANY and SARDINE CREEK TIMBER CO. by reason of any matter, cause or thing whatsoever prior to the date hereof and especially any and all claims arising out of the rental of a certain road grader owned by said deceased in the year 1958 by the said SHANNON CONSTRUCTION COMPANY and SARDINE CREEK TIMBER CO.

Executed at Pendleton, Oregon this 13 day of June, 1960.

Witness:

____

Sadie P. Moore

Executrix of the Estate of
Frank Moore, deceased.

RECEIVED

FOR FILING

5159

AIR MAIL

COPY

April 15, 1960

Mr. Stewart Weiss
Attorney-at-Law
Milburn Building
1240 Tenth Avenue
Sweet Home, Oregon

Re: Bond #328138 - Shannon Construction Company
and Sardine Creek Timber Company - State of
Oregon Highway Contract 5159

Dear Mr. Weiss:

Thank you very much for your letter of April 9, 1960.

On August 27, 1958 Mr. Floyd Query of the Oregon State Highway Commission addressed a letter to us in which he stated the Commission had received a letter from Frank Moore Logging Company informing them that Shannon Construction Company and Sardine Creek Timber Company owed $3,500 for the use of a Patrol Grader.

On November 7, 1958 our representatives in Portland received a letter from the law firm of Cunha & Mosgrove in Pendleton informing them that they represented Frank Moore Logging Company and attached a copy of a claim filed with the State Highway Department representing that it was a claim against Shannon Construction Company, Sardine Creek Timber Company, and American Casualty Company as bondsmen.

On November 24, 1958 Mr. Query addressed a letter directly to this office informing us that he had received a letter from Cunha & Mosgrove representing Frank Moore Logging Company reducing their original claim from $3,500 to $2,500.

Subsequent to the above correspondence there have been other communications regarding the claim of Frank Moore Logging Company. While as you say in your letter of April 9th negotiations were entirely oral it is obvious that the claim was formally and properly filed with the State Highway Commission and that an attorney prepared such filings and entered into correspondence with our agent.

We are quite willing to have the money held by the State Highway Commission released but only upon the condition that we, as Surety

NOTED ON CA

NOTED
FLOYD QUERY

AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

NOTED
C. W. HEAD

for Shannon Construction Company and Sardine Creek Timber Company be furnished a Corporate Surety Bond, written by another company, guaranteeing that we will suffer no financial loss if we release the funds and the claim of Frank Moore Logging Company is pressed to a conclusion at any date subsequent to our releasing the funds from the Highway Commission.

We are sure you can see the reason for our insisting upon being given a bond.

COPY

Very truly yours,

W. H. Bennett
Bond Department

WHB:nls

cc: Mr. Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon

cc: Mr. Paige S. Tongue
Rathbone, King & Seeley
Portland, Oregon

STEWART WEISS
ATTORNEY AT LAW
[illegible]
[illegible]
SWEET HOME, OREGON
[illegible]

April 9, 1960

AIRMAIL

American Casualty Company
Reading, Pennsylvania

Re: Bond 828138 - Shannon Construction
Company and Sardine Creek Timber Company
State of Oregon, Highway Commission,
Contract 5159

Dear Mr. Bennett:

Since your letter of March 18, 1959, no further claim was made by Frank Moore of Pendleton, Oregon, on the claim which he alleged at the time he wrote to the State Highway Commission. I am informed that Mr. Moore died sometime ago and under all of the circumstances it would appear that he has abandoned any claim against these funds.

Is it possible to have this money released at this time and if not upon what conditions are you willing to allow this to be done. It would appear to me that since a long time has passed since the alleged claim was made by this party and that during his lifetime he did not pursue it further, that his death should release this company from any further responsibility. No action could be established by his estate for the reason that the negotiations were entirely oral and were made between Mr. Moore and Mr. Hall of the Shannon Construction Company.

It will be appreciated if you will advise me as to the position your Company is now taking.

Sincerely,

Stewart Weiss

RECEIVED
APR [illegible] 1960
FOR FILING
[illegible]
5159

April 12, 1960

Mr. Stewart Weiss, Attorney
1240 10th Avenue
Sweet Home, Oregon

Dear Mr. Weiss:

In response to your letter of April 9 concerning the amount of funds withheld on Contract 5159, our records indicate the sum of $3,335.29.

We are certainly hopeful that arrangements can be made with the surety so that final payment can be released.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:r!

NOTED ON CARD
dc

STEWART WEISS
ATTORNEY AT LAW
MILBURN BUILDING
1340 10TH AVENUE
SWEET HOME, OREGON

TELEPHONE EMpire 7-5100

April 9,1960.

State Highway Department
Salem, Oregon

Re: Your Contract No.5159
Shannon Construction Company and
Sardine Creek Timber Company.

Gentlemen:

Will you kindly advise me, as attorney for the above named parties, of the amount of money you now hold on this contract by reason of a claim made by Frank Moore Logging Company of Pendleton, Oregon. I am writing to the American Casualty Company, advising them of the fact that Frank Moore, the alledged claimant, died recently. No other claim has been made to my clients and it would appear that any claim has long since been abandoned, as no action was commenced or was any notification made to these companies. I am requesting the surety company to release these funds.

Very truly yours,

Stewart Weiss

RECEIVED
APR 11 1960
OREGON
STATE HIGHWAY COMMISSION

Form A-208—2M—11-85

Contractor SHANNON CO TRUCTION CO.

Contract No. 5159 Estimate No. 6-FINAL Date TO SEPT. 2, 1958

Hold { Voucher No. .... Amount, $ 3,335^{29}

Hold { Warrant .... at request of ....

Remarks: ....

Statistics: Total paid to contractor $ 111,080^{95}

Amount of force account $ 91^{93}

Amount of retained percentage $........

Final disposal ....

State Printing 90218

OREGON STATE HIGHWAY DEPARTMENT
(date)

Nov. 13, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5159	6 Final	Sardine Creek Timber Co. Shannon Construction Co., and	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
26360	H228329	$ 3,335.29	11/13/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

OREGON STATE HIGHWAY DEPARTMENT
(date)

Nov. 13, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5159	6 Final	Sardine Creek Timber Co. Shannon Construction Co., and	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
26360	H228329	$ 3,335.29	11/13/58

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G P
ACCOUNTING DIVISION

Specified completion date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

OREGON STATE HIGHWAY DEPARTMENT
(date)

Nov. 13, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5159	6 Final	Sardine Creek Timber Co. Shannon Construction Co., and

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
26360	H228329	$ 3,335.29	11/13/58

Mr. H. B. Glaisyer:

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ACCOUNTING DIVISION

Specified completion date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
SEP 18 1959

FOR FILING

[illegible]

[illegible]

September 17, 1959

Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. Paige S. Tongue

Gentlemen:

In response to a letter from your office, dated February 4, 1959, we are withholding final payment in the amount of $3,335.29 on Contract No. 5159, awarded to Shannon Construction Company and Sardine Creek Timber Company.

Subsequent to that time inquiries were received in this office from a representative of the contractor concerning release of final payment, and on July 29 we wrote to your office to determine if there was any action that could be taken to dispose of the final payment. To date we have not had a reply. Our records indicate that payment is being held up because of a claim against the contract in behalf of Frank Moore Logging Company amounting to approximately $2,500.

If there is anything we can do to expedite clearance of the final payment, please let us know.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

NOTED ON CARD

RECEIVED
1959
FOR FILING

1340(1)

5159

RATHBONE, KING & SEELEY
INSURANCE UNDERWRITERS SINCE 1849
SAN FRANCISCO LOS ANGELES PORTLAND SEATTLE
310 S. W. FOURTH AVENUE PORTLAND 4, OREGON TELEPHONE: CApitol 6-3611
CABLE ADDRESS: RATHKINGSEE CODES: BENTLEYS, NEW EDITION; SCOTTS, TENTH EDITION

Noted on card

September 16, 1959

Oregon State Highway Commission
Salem, Oregon

Contract 5159
Bond No. 328138
Shannon Construction Co., and
Sardine Creek Timber Co.

Gentlemen:

Referring to your letter of July 29, 1959, this is to advise you that the American Casualty Company of Reading, Pennsylvania is not in a position to authorize release of the final funds until the disputed claim of the Frank Moore Logging Company has been properly adjusted. As soon as we are furnished with evidence of release of the claim by the Frank Moore Logging Company we will then be in a position to authorize the release of the final funds on this Contract.

Very truly yours,

AMERICAN CASUALTY COMPANY
OF READING, PENNSYLVANIA

By: Paige Tongue
Paige S. Tongue
Attorney-in-fact

PST:bs
cc: American Casualty Company
Shannon Construction Co., and
Sardine Creek Timber Co.
Rt. 1, Box 1847
Sweet Home, Oregon

NOTED ON CARI
dc

NOTED
FLOYD QUERY

RECEIVED
SEP 18 1959
OREGON
STATE HIGHWAY COMMISSION

A

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JUL 29 1959

FOR FILING
8369(1)

5159

July 29, 1959

Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. Paige S. Tongue

Dear Mr. Tongue:

On February 4, 1959 we received a letter from your office requesting that we withhold final payment in the amount of $3,335.29 on Contract 5159 awarded to Shannon Construction Company and Sardine Creek Timber Company. It seems that there was at that time an outstanding claim against the contract in behalf of Frank Moore Logging Company amounting to approximately $2,500.

We have not been advised as to whether this claim has been satisfied. Is there any action that we can take to dispose of final payment on this contract as it is still being held in our office?

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

cc: Shannon Construction Company and
Sardine Creek Timber Co.
Route 1, Box 1847
Sweet Home, Oregon

NOTED ON CARD
dc

RECEIVED
MAR - 5 1959
FOR FILING

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March 4, 1959

Mr. Stewart Weiss
Attorney at Law
Milburn Building
1240 10th Avenue
Sweet Home, Oregon

Dear Mr. Weiss:

This is in reply to your letter of March 2 concerning funds held by the State Highway Department under Contract No. 5159 awarded to Shannon Construction Company and Sardine Creek Timber Company.

A check of our contract record shows that on January 16, 1959 we wrote a letter to American Casualty Company, Board of Trade Building, Portland 4, inquiring as to release of final payment. On February 4, 1959 we received a letter from the surety requesting that we hold the final payment. As the surety on our contract bonds was responsible for completion of the contract and payment of all bills incurred in it, we have been advised by our legal counsel that payments to contractors should be withheld when requested by the surety.

It might be that something could be done to resolve this matter if the contractor would contact the surety.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

NOTED ON CARD
JM

STEWART WEISS
ATTORNEY AT LAW
MILBURN BUILDING
1340 10TH AVENUE
SWEET HOME, OREGON
TELEPHONE EMPIRE 7-3100

March 2, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Contract #5159

Dear Mr. Query:

Shannon Construction Company and Sardine Creek Timber Company completed this job sometime in September. You will recall that a claim was made by Mr. Moore from Pendelton.

Nothing further has been heard from him beyond the initial demand and I am wondering how much longer your commission withholds the payments of any funds.

Such information as you can give me will be appreciated.

Yours very truly,

Stewart Weiss

RECEIVED
MAR 3 1959
OREGON
STATE HIGHWAY COMMISSION

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FEB 6 1959
FOR FILING
[illegible]
5159

~~Noted on card~~
files

February 5, 1959

Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. Paige S. Tongue

Dear Mr. Tongue:

In response to your letter of February 4 concerning Contract No. 5159, awarded to Shannon Construction Company and Sardine Creek Timber Company, we have had no information that the claim of Frank Moore Logging Company in the amount of $2,500 has been settled.

As requested in your letter we will continue to retain the final payment on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

NOTED ON CARD
em

RATHBONE, KING & SEELEY
INSURANCE UNDERWRITERS SINCE 1849
SAN FRANCISCO · LOS ANGELES · PORTLAND · SEATTLE
310 S. W. FOURTH AVENUE PORTLAND 4, OREGON TELEPHONE: CApitol 6-3611
CABLE ADDRESS: RATHKINGSEE CODES: BENTLEYS, NEW EDITION; SCOTTS, TENTH EDITION

February 4, 1959

State of Oregon
State Highway Department
Salem, Oregon

Shannon Construction Co. and
Sardine Creek Timber Co.,
Contract 5159
(Bond No 328138)

Gentlemen:

This is to acknowledge receipt of your letter of January 16, 1959, and to advise you that we still cannot release the final payment check in the amount of $3,335.29, inasmuch as there still is outstanding a claim under this contract, on behalf of Frank Moore Logging Co. This claims amounts to approximately $2,500.

If information in your office indicates that this lein has been released, we would certainly appreciate being advised, so that we may take steps to have the final retainage released.

Very truly yours,

RATHBONE, KING & SEELEY

Paige S Tongue
Paige S. Tongue

PST:bs
cc: American Cas. Co.

RECEIVED
FEB 5 1959
OREGON
STATE HIGHWAY COMMISSION

Contract 5159

A

Monthly transaction number 1-72	Form 2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project report number **5**	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Umatilla**
		Project number **S-369(1)**

RECEIVED
JAN 1959
FOR FILING
S 369 (1)
5159

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **June 23**, 19**58**, is hereby modified as follows:

Revised estimated total cost of project $ **124,961.00**

Revised Federal funds $ **75,634.00**

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **20** day of **January**, 19**59**.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

Deputy **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

USComm-DC 11170

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to
08-35.5

January 15, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached are two copies of proposed modification of Federal-aid project agreement for the following project:

S-369(1)

If the project agreement is satisfactory, it should be signed and returned to this office.

Very truly yours,

C G Folk
C. G. Folk
Division Engineer

Encls.

RECEIVED
JAN 16 1959
OFFICE OF
STATE HIGHWAY ENGINEER

January 19, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification for project agreement, signed by the Highway Commission, for the South Mission Road Section, Project No. S-369(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

RNC:lmw

RECEIVED
JUN 25 1958
FOR FILING

Monthly Transaction No. 6-74

Project Report No. S-369(1) 3

Form 2
(5-29-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

State **Oregon**

County **Umatilla**

Project No. **S-369(1)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
South Mission Road from junction I-2 south to the terminus of FAS-475 southeast of Pendleton on a County Road.

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3/11/58	3.5
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 119,876.00	$ 74,200.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Mr McKay
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By CG Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **June 23, 1958**

RECOMMENDED FOR APPROVAL.

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the South Mission Road Section, Project No. S-369(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. H. Probert
Office Engineer

[illegible]

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

South Mission Road Section
South Mission Road
Umatilla County

NATURE OF WORK:

Grade and 0.2' Hot Surfacing

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5159

5159 Shannon Constr. &
Sardine Creek Timber Co. 3-31-58

DATE OF COMPLETION: 55 workdays from 4-14-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the South Mission Road Section, Project No. S-369(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HHC:lcr

Oregon State Highway Department

Federal Aid Secondary
Project No. S-369(1)

SOUTH MISSION ROAD SECTION OF THE SOUTH MISSION ROAD

IN UMATILLA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code 5231
Roadway (Sta. 0+17 to Sta. 185+24)(Contract No. 5159)

Clearing and Grubbing	All	Required		$ 1,000.00
Drainage Excavation, Unclassified	260	cu.yds.	2.60	676.00
General Excavation, Unclassified	60,000	cu.yds.	.21	12,600.00
Short Overhaul	69,800	yd.sta.	.01	698.00
Long Overhaul	1,250	C-yd.sta.	.40	500.00
Excavating, Stockpiling and Replacing Topsoil	25,000	cu.yds.	.22	5,500.00
Finish Roadbed and Slopes	3.51	miles	400.00	1,404.00
78-inch Corrugated Metal Pipe	140	lin.ft.	44.00	6,160.00
12-inch Concrete Pipe	32	lin.ft.	2.00	64.00
18-inch Concrete Pipe	420	lin.ft.	3.25	1,365.00
24-inch Concrete Pipe	50	lin.ft.	4.95	247.50
48-inch Concrete Pipe	32	lin.ft.	15.00	480.00
43-inch Arch Type Corrugated Metal Pipe	90	lin.ft.	14.07	1,266.30
Salvaging Culvert Pipe	200	lin.ft.	3.00	600.00
9' - 9" Structural Plate Pipe Arch	70	lin.ft.	66.25	4,637.50
Loose Riprap	100	cu.yds.	2.00	200.00
Quarry-run Base Rock	35,700	tons	.60	21,420.00
Tractor and Grid Roller	200	hours	16.00	3,200.00
3/4" - 0 Material in Base	9,700	tons	2.07	20,079.00
Sprinkling	1,570	M-gal.	2.50	3,925.00
Preparation of Base	3.51	miles	150.00	526.50
3/4" - 0 Material in Binder Course	530	tons	3.25	1,722.50
Furnishing and Placing Aggregates	2,380	tons	3.25	7,735.00
MC-2 Asphalt	66	tons	47.00	3,102.00
120-150 Asphalt	160	tons	47.00	7,520.00
RS-1 Asphalt	46	tons	50.00	2,300.00
				$ 108,928.30
Flagging (57½% of Contractors Costs)	All	Required		50.00
	Subtotal			$ 108,978.30
	10% Engr. & Cont.			10,897.83
	Total			$ 119,876.13

Length of Roadway	3.505 miles
Cost of Roadway per mile	$34,201.46

Federal Funds	$ 74,200.00
State Funds	22,838.05
County Funds	22,838.08
	$ 119,876.13

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920; Chap. 529, laws, 1939

Funds for Maint.: Chap. 529, laws, 1939

__Note__: Necessary funds have been deposited by Umatilla County with the Highway Department

RECEIVED
JAN 19 1959
FOR FILING

S-3691

5159

~~E-14~~
[illegible] on card

Files

January 16, 1959

American Casualty Co.
Rathbone, King & Seeley
917 Board of Trade Bldg.
Portland 4, Oregon

Attention: Paige S. Tongue

Gentlemen:

We are holding a final payment check in the amount of $3,335.29, payable to Shannon Construction Co. and Sardine Creek Timber Co., on Contract 5159, for work on the South Mission Road in Umatilla County. In our letter of December 12, we stated that semi-final payment was being forwarded in care of your office in the amount of $29,279.95.

Will you please advise if we may release the final payment?

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:me
cc: Shannon Construction Co. and
Sardine Creek Timber Co.
Rte. 1, Box 1847
Sweet Home, Oregon
cc: C. H. Maison

NOTED ON CARD
cm

RECEIVED
DEC 18 1958
FOR FILING

~~Edith~~ A
file

Dec. 12, 1958

Rathbone, King & Seeley
American Casualty Co. of Reading, Pa.
917 Board of Trade Bldg.
Portland 4, Oregon

Attention: Paige S. Tongue

Gentlemen:

As requested in your 'phone call of a few minutes ago, we are today forwarding a check which has been retained on Contract No. 5159, in the amount of $29,279.95.

The check is being released by the Auditor and will come to you by separate mail.

The retained percentage in the amount of $3,000 plus is being retained until we hear from you further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Shannon Construction Co. and
Sardine Creek Timber Co.
Rt. 1, Box 1847
Sweet Home, Oregon

C. H. Maison
Attn.: J. G. Herr

NOTED ON CARD

RECEIVED
DEC 12 1958
FOR FILING

1-29 (1)

51-9

~~30th~~
file

December 10, 1958

American Casualty Company
310 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. Paige S. Tongue
Attorney-in-Fact

Gentlemen:

In your letter of November 18, 1958, concerning payment of amounts retained on Contract 5159 awarded to Shannon Construction Company and Sardine Creek Timber Company, you state that the insurance company will release retained funds provided (1) the principals are to write the State of Oregon with instructions to issue the checks jointly to themselves and to the claimants, Howard Dunn and Russell Olsen, Inc. (2) that the State will agree to issue the checks in this manner.

A check with our accounting division discloses that they are now holding the check on estimate No. 5 in the amount of $29,279.95 and a final payment in the amount of $3,335.29. These checks have been prepared payable to the contractor. To rewrite them would involve the preparation of a new estimate voucher and circulation through the same channels that the original checks took which would involve considerable time.

It is our suggestion that we mail the checks as they are now written in care of your company and marked to your attention. If this procedure is agreeable, please let us know.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:js

cc: Shannon Construction Co. and
Sardine Timber Co.

NOTED ON CARD

RATHBONE, KING & SEELEY
INSURANCE UNDERWRITERS SINCE 1849
SAN FRANCISCO · LOS ANGELES · PORTLAND · SEATTLE
310 S. W. FOURTH AVENUE PORTLAND 4, OREGON TELEPHONE: CApitol 6-3611
CABLE ADDRESS: RATHKINGSEE CODES: BENTLEYS, NEW EDITION; SCOTTS, TENTH EDITION

December 5, 1958

State of Oregon
Department of Highways
Salem, Oregon

Attention: Cecil Head, Asst. Secretary

Dear Mr. Head:

Referring to out telephone conversation of this date, I am enclosing two "Duplicate Copies" of the letter from this office dated November 18, 1958 which you indicated your office was unable to locate.

We would appreciate your advising this office as to whether or not you now have sufficient authority to release the funds with the exception to that amount due for the remaining claim of Frank Moor Logging Co.

We are furnishing Shannon Construction Co. and Sardine Creek Timber Co. a copy of this letter, as they have believed that we had not authorized release of the funds as outlined in our letter of November 18, 1958.

Very truly yours,

Paige S. Tongue
Paige S. Tongue

cc: American Cas. Co.
Shannon Const. Co.

RECEIVED
DEC 8 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

DUPL[illegible]ATE COPY

RATHBONE, KING & SEELEY

INSURANCE UNDERWRITERS SINCE 1849

SAN FRANCISCO LOS ANGELES PORTLAND SEATTLE

310 S. W. FOURTH AVENUE PORTLAND 4, OREGON TELEPHONE: CApitol 6-3611

CABLE ADDRESS: RATHKINGSEE CODES: BENTLEYS, NEW EDITION; SCOTTS, TENTH EDITION

November 18, 1958

Contract 5159

State of Oregon
Department of Highways
Salem, Oregon

Attention: Floyd Query, Secretary

Dear Mr. Query:

Referring to your letter of November 6, 1958, we have had subsequent conversations with Mr. Stewart Weiss, attorney for Shannon Construction Company and Sardine Creek Timber Company. This is to advise you that the American Casualty Company of Reading, Pennsylvania is in a position to grant permission to release funds, with the following reservations: (1) The principals are to write the State of Oregon with instructions to issue the checks payable jointly to themselves and to the claimants, Howard Dunn and Russell Olsen, Inc. (2) That the State will agree to issue the checks in this manner.

The total amount of these claims totals $25,200., and we are agreeable to the release of the funds provided the checks are made payable to the principals and to the claimants.

There is still outstanding, and in controversy, the sum of $3,500. in connection with this job, which we have not as yet authorized to pay, and which, I believe, you have been advised is in question by the principals.

Very truly yours,

AMERICAN CASUALTY COMPANY
OF READING, PENNSYLVANIA

By Paige Tongue
Paige S. Tongue
Attorney-in-Fact

PST:bs
cc: American Cas. Co.
Shannon Const. Co.

DUPLICATE COPY

NOTED ON CARD

RECEIVED
DEC 12 1958
FOR FILING
S-369(1)
5159

AIR MAIL

American Casualty
COMPANY
OF
READING · PENNSYLVANIA

NOTED
FLOYD QUERY

December 10, 1958

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon

Shannon Construction Co. and
Sardine Creek Timber Co.
Our Bond 328138
F. F. 5897 and 8064
Contract 5159, Grading & Oiling
South Mission Road, Umatilla County

Dear Sir:

In response to your letter of December 4, 1958, we are attaching a photocopy of the letter of November 18, 1958 addressed to you by Mr. Paige S. Tongue.

Very truly yours,

W. H. Bennett

W. H. Bennett
Bond Department

WHB:lh
cc: Mr. Paige S. Tongue
Rathbone, King & Seeley
Portland, Oregon

RECEIVED
DEC 12 1958
OREGON
STATE HIGHWAY COMMISSION

RATHBONE, KING & SEELEY

COPY

November 18, 1958

State of Oregon
Department of Highways
Salem, Oregon

Attention: Floyd Query, Secretary

Dear Mr. Query:

Referring to your letter of November 6, 1958, we have had subsequent conversations with Mr. Stewart Weiss, attorney for Shannon Construction Company and Sardine Creek Timber Company. This is to advise you that the American Casualty Company of Reading, Pennsylvania is in a position to grant permission to release funds, with the following reservations: (1) The principals are to write the State of Oregon with instructions to issue the checks payable jointly to themselves and to the claimants, Howard Dunn and Russell Olsen, Inc. (2) That the State will agree to issue the checks in this manner.

The total amount of these claims totals $25,200., and we are agreeable to the release of the funds provided the checks are made payable to the principals and to the claimants.

There is still outstanding, and in controversy, the sum of $3,500 in connection with this job, which we have not as yet authorized to pay and which, I believe, you have been advised is in question by the principals.

Very truly yours,

AMERICAN CASUALTY COMPANY
OF READING, PENNSYLVANIA

By:
Paige E. Teague
Attorney-in-Fact

PET:bs
cc: American Cas. Co.
Shannon Const. Co.

RECEIVED
DEC 8 1958
FOR FILING

[illegible]

5159

~~Sixth~~ files

December 4, 1958

American Casualty Company
607 Washington Street
Reading, Pa.

Attention: Mr. W. H. Bennett
Bond Department

Gentlemen:

Thank you for your letter of December 2, 1958, regarding State Highway Department Contract No. 5159 with Shannon Construction Co. and Sardine Creek Timber Co. We will continue to withhold payments on this contract until we hear from your Company that the claim of Frank Moore in the amount of $2,500 has been satisfied.

Will you please furnish us with a copy of the letter, dated November 18, 1958, written by Mr. Paige S. Tongue of Rathbone, King & Seeley, as we are unable to find this letter in our contract file.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc:
Mr. Paige S. Tongue
Rathbone, King & Seeley
Board of Trade Building
Portland 4, Oregon

CWH:fp

NOTED ON CARD
em

AMERICAN CASUALTY COMPANY
OF READING, PENNSYLVANIA

AIR MAIL December 2, 1958

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon

Bond #328138
Shannon Construction Company, and
Sardine Creek Timber Company
Highway Department Contract 5159
Grading and Oiling
South Mission Road - Umatilla County

Dear Mr. Query:

Thank you very much for your letter of November 24, 1958.

Please refer to the letter of November 18, 1958 addressed to the attention of yourself by Mr. Paige S. Tongue of Rathbone, King and Seeley in Portland. Our conditional agreement for the release of funds to the above contracting firms is contained in the letter of November 18 and such conditions would continue to apply despite the fact that Frank Moore has reduced the amount of his claim against this contract from $3,500.00 to $2,500.00.

Very truly yours

W. H. Bennett

W. H. Bennett
Bond Department

NOTED
FLOYD QUERY

Lee, please check
FE

mbp

CC: Mr. Paige S. Tongue - Rathbone, King and Seeley
Portland, Oregon

RECEIVED
DEC 4 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
NOV 25 1958
FOR FILING

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5159

Files

November 24, 1958

Cunha & Mosgrove
Attorneys at Law
P. O. Box 806
Pendleton, Oregon

Attention: Mr. Thomas M. Mosgrove

Gentlemen:

This will acknowledge your letter of November 17, 1958, to which was attached a revised claim by Frank Moore in the amount of $2,500.00 against the bond taken from the Shannon Construction Co. and Sardine Creek Timber Co., and the American Casualty Co. of Reading, Pa., for the grading and oiling of South Mission Road project in Umatilla County, our Highway Department Contract No. 5159. This claim is for rental of a road grader and damage thereto by improper use. The original claim presented by Mr. Moore was in the amount of $3,500.00 which he has now reduced to $2,500.00.

This information will be noted in our records and we will advise the surety and the contractor of the receipt of this claim. We do not make payment for claims but refer such matters to the contractor and the surety for such payment.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
em

CUNHA & MOSGROVE
ATTORNEYS AT LAW
216 TITLE INSURANCE BUILDING
POST OFFICE BOX 806
PENDLETON, OREGON

ALFRED F. CUNHA
THOMAS M. MOSGROVE

TELEPHONE
CRestview 6-7511

November 17, 1958

State of Oregon
State Highway Department
Salem, Oregon

Re: State Highway Department contract No. 5159, Shannon Construction Co. and Sardine Creek Timber Company

Gentlemen:

You will find enclosed herewith a formal claim in the amount of $2500.00 against the bond taken from the Shannon Construction Company and the Sardine Creek Timber Company and the American Casualty Company for the work of grading and oiling South Mission Road, Umatilla County, Oregon, on the above referenced contract number. Mr. Moore, as I understand it, had formally filed an informal claim with your office in the amount of $3,500.00. A recomputation of the probable damage involved here is in the amount of $2,500.00 and it is our feeling that this claim is justified and has been verified with those doing the repairs to the grader after it was returned to Mr. Moore.

I am sending copies of this claim to the Bonding Company and also to the Attorneys for the Contracting companies.

Would you please advise as to whether any payment can be made on this claim and if so, when it might be expected.

Yours truly,

Thomas M. Mosgrove

TMM:b
Enc.

RECEIVED
[illegible]

NOTED ON CARD
em

RECEIVED
NOV 25 1958
FOR FILING

S-32900

5159

~~Edith~~
not on card
Files

November 24, 1958

American Casualty Co.
607 Washington Street
Reading, Pa.

Gentlemen:

A letter has been received from Cunha & Musgrove, Attorneys at Law, Pendleton, representing Frank Moore Logging Company, Rt. 2, Box 808, Pendleton, reducing their original claim from $3,500 to $2,500 against Shannon Construction Co. and Sardine Creek Timber Co., for rental of a road grader and damage thereto by improper use. This is in connection with our Highway Department Contract No. 5159 for grading and oiling the South Mission Road in Umatilla County. A copy of the claim is attached.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

We are still awaiting your reply to our letter of November 6 regarding release of the final payment on this contract in the amount of $3,335.29.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp
Enc.
cc:
Rathbone, King & Seeley
Board of Trade Bldg.
Portland 4, Oregon

Shannon Construction Co. and
Sardine Creek Timber Co.
Rt. 1, Box 1847
Sweet Home, Oregon

NOTED ON CARD
em

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

TO: STATE HIGHWAY DEPARTMENT OF THE STATE OF OREGON

NOTICE HEREBY IS GIVEN that the undersigned, Frank Moore, has a claim for rental of a road grader and damage thereto by improper use thereof in the sum of $2,500.00 against the bond taken from Shannon Construction Company and Sardine Creek Timber Company and the American Casualty Company acting through Rathbone, King and Seeley, Board of Trade Building, Portland, Oregon, for the work of grading and oiling South Mission Road, Umatilla County, Oregon.

Frank Moore

NOTED ON CARD

em

RECEIVED
NOV 6 - 1958
FOR FILING

5159

Nov. 6, 1958

American Casualty Company of
Reading, Pennsylvania
310 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. Paige S. Tongue
Attorney-in-Fact

Dear Mr. Tongue:

Reference is made to your letter dated Sept. 30, 1958, confirming your telephonic request that the retainage in connection with State Highway Contract No. 5159, awarded to Shannon Construction Company and Sardine Creek Timber Company, for grading and oiling South Mission Road, Umatilla County, not be released until advised by your office.

This contract was completed on Sept. 2, 1958, and formally accepted by the Highway Commission on Oct. 23, 1958.

We have been advised by the Accounting Department that they are processing final payment, in the amount of $3,335.29. Is it your desire that this payment still be withheld?

Please inform us at your earliest convenience.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cm

RECEIVED
OCT 6 1958
FOR FILING

5159

file

October 1, 1958

American Casualty Company of
Reading Pennsylvania
310 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. Paige S. Tongue
Attorney-in-Fact

Dear Mr. Tongue:

I have just received your letter of September 30 confirming your telephonic request of yesterday that the retainage in connection with State Highway Contract No. 5159, awarded to Shannon Construction Company and Sardine Creek Timber Company, for grading and oiling South Mission Road, Umatilla County, not be released until advised by your office.

Pursuant thereto our Auditor has been instructed to withhold the release of future warrants in connection with this job until we hear from you further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison (2)
Floyd Query

REFERRED TO
Floyd
BY SECRETARY
please note on card
HBG

NOTED ON CARD
em

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RATHBONE, KING & SEELEY
INSURANCE UNDERWRITERS SINCE 1849
SAN FRANCISCO LOS ANGELES PORTLAND SEATTLE

310 S. W. FOURTH AVENUE PORTLAND 4, OREGON TELEPHONE: CApitol 6-3611
CABLE ADDRESS: RATHKINGSEE CODES: BENTLEYS, NEW EDITION; SCOTTS, TENTH EDITION

September 30, 1958

State of Oregon
State Highway Department
Salem, Oregon

Attention: H B. Glaisyer, Secretary
Oregon State Highway Commission

Dear Mr. Glaisyer:

Confirming our telephone conversation of this date this is to advise you that it is the desire of the American Casualty Company of Reading, Pennsylvania that they desire retainage on Contract No. 5155, Shannon Construction Co. and Sardine Creek Timber Co., Our Bond No. 328138, not be released as per your letter of September 26, 1958.

We desire retentions be withheld until the American Casualty Company has obtained affidavit of contractor as to unpaid bills.

Very truly yours,

AMERICAN CASUALTY COMPANY OF
READING, PENNSYLVANIA

By: Paige Tongue
Paige S. Tongue
Attorney-in-Fact

cc - American Cas Co
Shannon Const Co.

RECEIVED
OCT 1 1958
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
OCT 6 1958
FOR FILING
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5757

Salem, Oregon
September 30, 1958

Contract No. 5159

C. H. Maison
Auditor

This note is to confirm my telephonic request this afternoon that all future payments to Shannon Construction Company and Sardine Creek Timber Company, joint venturers, in connection with the grading and oiling of South Mission Road, Umatilla County, Contract No. 5159, be withheld until released by the Maryland Casualty Company, surety on the performance bond furnished in connection with this job.

This note is at the request of Mr. Paige Tongue over the telephone a few moments ago and will be confirmed by letter which I anticipate receiving in tomorrow's mail. I will send you a copy of it.

H. B. Glaisyer, Secretary

HBG:jmc

cc: Floyd Query

letter rec'd + copy sent to Maison
HBG

RECEIVED
SEP 30 1958
FOR FILING
[illegible]
[illegible]

September 30, 1958

Phillips Petroleum Company
P. O. Box 2123
Spokane 10, Washington

Attention: Mr. R. A. Nygaard
Division Credit Manager

Dear Mr. Nygaard:

In reply to your letter of September 29 I wish to say that Shannon Construction Company and Sardine Creek Timber Company, joint venturers, for construction of the South Mission Road (grading and oiling) in Umatilla County, Oregon, State Highway Contract No. 5159, completed work in connection with this job on September 2, 1958.

A warrant in the amount of $29,279.95 is now being processed for payment. We anticipate receiving the warrant from the Secretary of State within the next two or three days and will immediately be forwarded to the contractor. The retained percentage on this job, which is in addition to the above mentioned sum, probably will be $3,332.34 according to present indications. The field notes are now being checked and there may be some adjustments which may tend to either increase or decrease this amount. The possibilities are that it will be two or three weeks before the retained percentage will be released.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

PHILLIPS PETROLEUM COMPANY

SPOKANE 10, WASHINGTON

SALES DEPARTMENT

SPOKANE DIVISION
P. O. BOX 2123
PHONE: MADISON 4-9251

September 2[illegible], 1958

State Highway Department
State of Oregon
Salem, Oregon

Re: Shannon Construction Co. and
Sardine Timber Co., a joint venture
Oregon Project 5159 (S 369 (1)
Umatilla County, South Mission Road

ATTENTION: Mr. H. B. Glaisyer
Secretary

Gentlemen:

We have been supplying petroleum products to the above prime contractor and on of its sub-contractors, to be used in the performance of work on the above project. Our district man informed us late in August that the project was nearly complete.

It will be appreciated if you will use the enclosed self addressed, stamped envelope to advise us if the project is now complete, if not complete percentage of completion and approximate completion date, and amount of funds withheld by the State, if any, still payable to the prime contractor.

Your early advice will be appreciated.

Yours very truly,

R. Nygaard

R. A. Nygaard
Division Credit Manager

RAN:fhc
Encl.

[illegible] 10/2

RECEIVED
SEP 30 1958
SALEM, OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
SEP 29 1958
FOR FILING

5159

Sept. 26, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

It is the intention of the State Highway Commission to release to Shannon Construction Company and Sardine Creek Timber Company a portion of the funds heretofore retained by the Commission on Contract No. 5159, for grading and oiling on the South Mission Road Section of the South Mission Road in Umatilla County.

This payment, in the amount of $29,279.95, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,332.34. The present payment will be released on or after Oct. 6, 1958.

There are claims filed against this project, of which you have been previously notified, aggregating $7,139.80.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Rathbone, King & Seeley
Board of Trade Bldg.
Portland 4, Oregon

Attention: M. B. Waterbury, Ore. Mgr.

NOTED ON CARD

RECEIVED
SEP 9 - 1958
FOR FILING

5159

September 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 2, 1958, on Contract No. 5159, South Mission Road Section, in Umatilla County, in connection with Federal Aid Project No. S-369(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Mr. Clarence G. Dunson

DBP:lmw

RECEIVED
SEP 8 - 1958
FOR FILING

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5159

file

STEWART WEISS
ATTORNEY AT LAW
WEDDLE BUILDING
1121 MAIN STREET
SWEET HOME, OREGON

TELEPHONE EMPIRE 7-2189

September 6, 1958

File:

Oregon State Highway Commission
Salem
Oregon

Attention: MR. FLOYD QUERY, Assistant Secretary

Dear Mr. Query:

I am enclosing a copy of my letters to the bonding company and to Frank Moore in matters on contract No. 5159.

Yours very truly,

Stewart Weiss

SW:ls

Enclosures (2)

NOTED
H. B. GLAISYER

NOTED
FLOYD QUERY

RECEIVED
SEP 8 1958
OREGON
STATE HIGHWAY COMMISSION

STEWART WEISS
ATTORNEY AT LAW
WEDDLE BUILDING
1101 MAIN STREET
SWEET HOME, OREGON
TELEPHONE [illegible]

September 6, 1958

File

Mr. Frank Moore
Pendleton
Oregon

Dear Sir:

My clients, Shannon Construction Co. and Sardine Creek Timber Co., have been advised by their bonding company of your letter of August 26, 1958, to the Oregon State Highway Commission. I have obtained a copy of this letter so that I might know the nature of your claim.

I have questioned Mr. Hall and Mr. Hutchins at length to determine the facts in this case and I am now of the opinion that any claim for $3,500 is unwarranted, unreasonable, and without legal grounds. My clients acknowledge that the machine was used 73 hours and that the agreed monthly rental was $900. An attempt was made to use the machine for the work for which it was intended when rented, but because of the worn condition it was not suitable and was returned to your logging operation where it had been picked up with the understanding that it would be returned there upon completion.

From your letter I am unable to determine the specific amount you claim is due you. Please send to me a statement of your claim and I shall submit it to my clients if it appears proper. However I advise you that any claim for the cost of the new motor will be resisted and in addition some consideration must be accorded the purchase price of the new injectors which were furnished to you at your request.

I am sending a copy of this letter to the State Highway Commission and to the bonding company so that they may be fully advised of the matter. I request that you attend to this matter without unnecessary delay as it appears to me to be important.

Yours very truly,

Stewart Weiss

SW:ls

STEWART WEISS
ATTORNEY AT LAW
[illegible] BUILDING
[illegible] MAIN STREET
SWEET HOME, OREGON
TELEPHONE [illegible]

September 8, 1958

File

Rathbone, King & Seeley
Board of Trade Building
Portland 4, Oregon

Attention: Paige E. Tongue

Gentlemen:

Your letter to Shannon Construction Co. and Sardine Creek Timber Co. dated August 29, 1958, has been handed to me for answer.

I am instructed to advise you that there are no unpaid accounts outstanding except the disputed claim of Frank Moore and the following subcontract claims which are not yet due:

1. Russell Olson Construction Co., Pendleton, Oregon.

2. Howard Dunne, Sweet Home, Oregon.

The writer, who is the attorney for Shannon and Sardine, discussed this matter with Mr. Tongue and later called upon Mr. Query at the Oregon State Highway Commission and obtained a copy of the letter from Mr. Moore.

A copy of my answer to Mr. Moore is enclosed together with a copy of my letter to Mr. Query to whom copies of both these letters is being forwarded.

This matter will be attended to as quickly as Mr. Moore submits his claim in a realistic form.

Yours very truly,

Stewart Weiss

STATE HIGHWAY COMMISSION
OREGON
SEP 8 1958
RECEIVED

SW:ls

Enclosures

Form E-1—10M

$ 36[illegible]
5159

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 5, 1958

Section South Mission Road

Kind of work Grading and Oiling

Highway South Mission Road County Umatilla

Section prefix 530-1062

Contractor Shamrock Const. Co. & Sardine Crk. [illegible]

Contract number 5159

Date of contract March 31, 1958

Specified work days 55

Date work started April 8, 1958

Work days used 55

Project authorization . . . . . $122,[illegible].59

Exclusive of engineering . . . . $112,[illegible].32

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $111,07[illegible].00

Estimated per cent overrun or underrun . . . . - 2.46 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . $8,71[illegible].27

Engineering cost to date $12,436.80, + 42.7 %

Date project was completed September 2, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor placed the final seal on Tuesday.
The job is completed, except the contractor will have to remove equipment.
The Semi-Final Estimate was prepared and sent to La Grande on Friday.

CONSTRUCTION DIVISION
RECEIVED
SEP - [illegible] 1958
NOTED-- CE

NOTED
C. E. PAULSEN

Signed Russell J. Wilbur Russell J. Wilbur

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.51	3.51		3.51	
Miles partially completed					
Miles completed	3.51	3.51		3.51	
Total estimated quantities (contract)	85,000 C.Y.	45,400 Tons		Agr. 2010 Tons Asph. 272 Tons	
Total quantities corrected to date	85,030.4 C.Y.	47,200.19 Tons		Agr. 2400.93 Tons Asph. 263.19 Tons	
Estimated quantities moved or placed to date	"	"		"	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				14	

Men	13
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	5
Men and tractors	

Equipment used during week: Shovels ...., Power graders 1, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Partly Cloudy		
Tuesday	Overcast		
Wednesday	Clear-Warm		
Thursday	Clear-Warm		
Friday	Clear-Warm		
Saturday			

CERTIFIED LETTER

RATHBONE, KING & SEELEY

COPY

August 29, 1958

NOTED
FLOYD QUERY

Shannon Construction Co. and
Sardine Creek Timber Co.
Route 1, Box 1847
Sweet Home, Oregon

Gentlemen:

We are in receipt of a letter dated August 27, 1958, a copy of which is enclosed, from the Oregon State Highway Commission indicating another claim has been presented them in connection with your contract #5139, the oiling and grading of the South Mission Road in Umatilla County.

In view of this, and the previous claim, notice of which was sent you on August 26, 1958, we must immediately demand that you furnish us with a complete list of all outstanding liabilities as far as this job is concerned, together with a list of all subcontractors with whom you dealt on this job.

Further, we again call to your attention the Indemnity Agreement which you signed with us guaranteeing to save the American Casualty Company of Reading, Pennsylvania harmless from any and all claims, or any and all expenses incurred in connection with the defense of these claims.

It is my suggestion that you immediately have your attorney answer the claims that have been filed with the Oregon State Highway Commission, and furnish this office with not less than two copies of his answer to these claims.

Further, please advise this office who your attorney is, so that we may contact him with regards to the proper and rapid settlement of any and all claims.

Very truly yours,

RATHBONE, KING & SEELEY

Paige S. Tongue

PST:bs

RECEIVED
SEP 2 1958
OREGON
STATE HIGHWAY COMMISSION

CC: American Cas. Co. - ✓Oregon State Highway Comm.
Frank Moore Logging Co. - Van Winkle-Webster, Inc.

Noted on Card

RECEIVED
AUG 2[illegible] 1958
FOR FILING

5157

August 27, 1958

Frank Moore Logging Company
Route 2, Box 80B
Pendleton, Oregon

Attention: Mr. Frank Moore

Gentlemen:

We have your letter of August 26, 1958 stating that you have a claim against Shannon Construction Company and Sardine Creek Timber Company in the approximate amount of $3,500 for use of a grader on our Contract No. 5159, for grading and oiling South Mission Road, Umatilla County.

This contract has not yet been completed. American Casualty Company, through Rathbone, King and Seeley, Board of Trade Building, Portland 4, furnished the performance bond for this contract which bond is given to assure completion of the contract and payment of all bills incurred in it. If you wish to protect your claim against the bond for a period longer than six months following acceptance of the contract, you should file the claim with the Secretary of State. For your convenience we have attached excerpts from the Oregon laws outlining the filing procedure. In the meantime the claim will be entered in our records and we will advise the contractor and the surety that it has been received.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:jmc

NOTED ON CARD
em

Pendleton, Oregon
O
Aug.26-1958

Ore.St.Highway Comm.
Salem, Oregon
Mr.Herb Glaiser- Dear Sir--On June 17- 58 We rented our road patrol to Shannon Construction Co.&Sardine Creek Timber CO, Rtl,Box1847. Sweet, Home, Oregon to work on S.Mission road about 4 Mi. south of Pendleton,

Oue agreement was they were to pay us $900.oo per month and they were to return it to mur place here in Pendleton. in as good condition as when they took it, with exception of normal wear. But when they had run it as long as it would run, they loaded it onto a Low Boy and hauled it back up into the mts.about 45 mi. and never said a word about it ,and we accidently ran into it about a month later. and it cost us a lot to get back home. WE had to take the motor out and then had to have it toed home . We put in a new motor but have not rec'd a bill for it yet but it will be around $3500.00. They haven't paid for the work it didAnd we called them up at Sweet Home and they were real indignent about talking to us about it . So it looks like we will have to take other steps to collect it and we will appreciate any help you can give us .We would like to know the name and address of the Surety Co.who they are bonded with.

their address is Shannon Construction,Co. &Sardine Creek Timber Co.
Rt.1 Box 1847, Sweet Home,Oregon

Thank You Frank Moore

RECEIVED
AUG 27 1958

NOTED ON CARD

Note on card

RECEIVED
AUG 28 1958
FOR FILING

5159

August 27, 1958

American Casualty Company
6?7 Washington Street
Reading, Pennsylvania

Gentlemen:

A letter has been received from Frank Moore Logging Company, Route 2, Box [illegible], Pendleton, Oregon, stating that Shannon Construction Company and Sardine Creek Timber Company owe them approximately $3,5[illegible] for the use of a patrol grader on Contract No. 5159 for grading and oiling South Mission Road, Umatilla County. Their letter states that the machine was not returned to them and the motor had been damaged to the extent that a new motor had to be installed.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:jme
cc: Rathbone, King & Seeley
Board of Trade Building
Portland, 4, Oregon

Shannon Construction Co. & Sardine Creek Timber Co.
Route 1, Box 1847
Sweet Home, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RATHBONE, KING & SEELEY

COPY

[illegible]

5157

August 26, 1958

Shannon Construction Company, and
Sardine Creek Timber Company
Route #1, Box1847
Sweet Home, Oregon

Gentlemen:

On or about April 17, 1958 the American Casualty Company of Reading, Pennsylvania executed a performance and payment bond in the amount of $108,928 running to the State of Oregon, in connection with contract #5159, Umatilla County, South Mission Road.

This office is in receipt of a letter from the State of Oregon, dated August 22, 1958 indicating that they have received a claim under the bond from Ford's Tire Service, 514 S. E. Emigrant Street, Pendleton, Oregon. The amount of this claim is $3,639.80.

Inasmuch as we have written the bond in connection with this matter, and have guaranteed payment of all bills which you have incurred in connection with your job, it will be greatly appreciated if you would immediately reply to us, in writing, as to why this bill has not been paid, and what steps you intend to take to immediately relieve us of liability.

I would like to point out that the indemnity agreement signed by you guarantees that you will save the American Casualty Company of Reading, Pennsylvania harmless from any and all claims, or any expenses incurred in connection with the defense of any claims presented under the bond.

RECEIVED
AUG 27 1958
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

RATHBONE, KING & SEELEY

Paige S. Tongue

PST:bs
cc: American Casualty Company

Oregon State Highway Commission

Ford's Tire Service

Van Winkle-Herbster, Inc.

NOTED
LOYD QUERY

~~Noted on Card~~
File

RECEIVED
AUG 25 1958
FOR FILING

5159

August 22, 1958

American Casualty Company
607 Washington Street
Reading, Pennsylvania

Gentlemen:

We have received a claim from Ford's Tire Service, 514 S.E. Emigrant Street, Pendleton, against Shannon Construction Company and Sardine Creek Timber Company in the amount of $3,639.80. The claim covers tires and repairs furnished on your Contract No. 5159 for grading and oiling the South Mission Road in Umatilla County.

We provide this information as your name appears as surety on the performance bond furnished with this contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:llc

cc: Rathbone, King & Seeley
Board of Trade Building
Portland 4, Oregon
Attention: M. B. Waterbury, Ore. Mgr.

Shannon Const. Co. and Sardine Creek Timber Co.
Route 1, Box 1847
Sweet Home, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

RECEIVED
AUG 25 1958
FOR FILING
5159

File

August 22, 1958

Ford's Tire Service
514 S. E. Emigrant St.
Pendleton, Oregon

Gentlemen:

We have your letter of August 21, to which was attached a statement showing that Shannon Construction Company and Sardine Creek Timber Company owe you the sum of $3,639.80 for tires and repairs furnished in connection with their Contract No. 5159 for grading and oiling South Mission Road in Umatilla County. This contract is not yet complete.

American Casualty Company through Rathbone, King & Seeley, Board of Trade Building, Portland 4, furnished the performance bond for this contract, which bond is given to assure completion of the contract and payment of bills incurred in the contract. If you wish to protect your claim for a period longer than six months following acceptance of the contract, you should file the claim with the Secretary of State.

Attached are excerpts from the Oregon Laws outlining the procedure for filing. In the meantime the claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:llc

Encl.

NOTED ON CARD

FORD'S TIRE SERVICE
514 S. E. Emigrant St. Phone Crestview 6-2152
PENDLETON, OREGON

FOR **SAFE** HUMAN MILEAGE

ASSOCIATES–

FORD'S TIRE SERVICE
1515 Adams Avenue
LaGrande, Oregon
Phone WO 3-2887

–•–

FORD'S TIRE SERVICE
North Main
Heppner, Oregon
Phone 6-9481

–•–

RAY'S CHEVRON SERVICE
Enterprise, Oregon
Phone 501

August 21,1958

Secretary of State Highway Commission
Salem
Oregon

Gentlemen:

We hereby make our claim for tires sold, billed and incurred by Shannon Construction Company and Sardine Creek Timber Company working on contract #5159. Job description-- south Mission grading and oiling contract.

We are inclosing a copy of their account due with invoices for all charges attached. You will note that each billing was set up to have been discounted if paid within thirty days of billing date.

We will appreciate your attention on this claim.

Thank you.

Very truly yours,

R. M. Calvert

RMC:de
encl. statement and invoices

RECEIVED
AUG 22 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

General Tires, Tubes
~~Kraft Batteries~~
~~Wheel Alignment~~

FORD'S TIRE SERVICE

"Kraft Balanced Recaps"

P. O. BOX 155 - PENDLETON, OREGON

T—Truck or Tr[illegible] Tires
P—Passenger Tires
R—Recapping and Vulcanizing
L—Labor
U—Used Tires
N—New Other
F—Alignment
A—Accessories

Shannon Construction
Rt 1 Box 1847
Sweethome, Oregon

PLEASE RETURN THIS STUB WITH CHECK

DATE	REFERENCE	CHARGES	CREDITS	BALANCE
	BALANCE FORWARDED			
Apr 29	'58L 10,822	8.00		
May 6	'58L 11,126	2.50		
May 12	'58L 11,345	1.50		
May 17	'58R 11,597	8.97		
May 20'	58L 11,677	3.50		
May 20	'58T 11,683	491.64		
May 23	'58L 11,887	3.50		
May 27	'58R 12,038	34.95		
May 28	'58L 12,101	5.00		
Jun 5	'58T 12,391	513.56		
Jun 11	'58L 12,771	3.50		
Jun 16	'58L 12,940	5.80		
Jun 16	'58L 12,941	9.15		
Jun 16	'58L 12,959	7.00		
Jun 17	'58L 13,014	9.30		
Jun 17	'58T 13,020	1,000.29		
Jun 17	'58L 13,046	3.50		
Jun 18	'58L 13,060	8.00		
Jun 18	'58T 13,065	506.46		
Jun 18	'58T 13,067	137.13		
Jun 21	'58L 13,224	3.60		
Jun 23	'58T 13,274	143.75		
Jun 30	'58NP 13,640	8.76		
Jun 30	'58T 13,643	290.78		

8 % INTEREST CHARGED ON ALL ACCOUNTS OVER
30 DAYS PAST DUE

PLEASE PAY LAST AMOUNT
IN THIS COLUMN

FORD'S TIRE SERVICE

tteries
Alignment

FORD'S TIRE SERVICE

"Kraft Balanced Recaps"

P. O. BOX 155 - PENDLETON, OREGON

T—Truck or Tr ires
P—Passenger Tire.
R—Recapping and Vulcanizing
L—Labor
U—Used Tires
N—New Other
F—Alignment
A—Accessories

Shannon Construction con't.

PLEASE RETURN THIS STUB WITH CHECK

DATE	REFERENCE	CHARGES	CREDITS	BALANCE
	BALANCE FORWARDED			3210.14
Jun 30 '58	AC 13,646	1.00		
Jun 30 '58	T 13,673	136.12		
Jul 1 '58	L 13,746	3.00		
Jul 2 '58	L 13,795	3.50		
Jul 3 '58	T 13,867	213.54		
Jul 3 '58	L 13,868	33.75		
~~Jul 12 '58~~	~~L 14,271~~			
Jul 12 '58	L 14,271	8.00		
Jul 12 '58	L 14,278	14.00		
Jul 26 '58	L 15,006	3.00		
Jul 30 '58	L 15,209	13.75		
				3,639.80

8 % INTEREST CHARGED ON ALL ACCOUNTS OVER 30 DAYS PAST DUE

PLEASE PAY LAST AMOUNT IN THIS COLUMN

FORD'S TIRE SERVICE

FORM E-133

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAY 15 1958
FOR FILING

May 15, 1958

Shannon Construction Co. and
Sardine Creek Timber Co.
Rt. 1, Box 1847
Sweet Home, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5159, awarded Mar. 31, 1958, for grading and oiling on the South Mission Road in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR 7 1958
FOR FILING

[illegible]

5157

Maint. #338
[illegible] #188

Salem, Oregon
April 2, 1958

FAS Project Agreements
Umatilla County

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations Dept.

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Umatilla County covering the South Mission Road section of FAS 475.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Umatilla County.

Secretary

rm
Attach: 5

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 21, 1958

SUBJECT: FAS 475 Project Agreements
Umatilla County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the South Mission Road section of FAS 475. Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Commission January 22, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date March 21, 1958

RECEIVED
MAR 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-22-57 Minute Page 29
Secretary

RECEIVED
APR 3 1958
FOR FILING
S 369(1)

5159

A

April 2, 1958

County Court of Umatilla County
Court House
Pendleton, Oregon

Gentlemen:

We are enclosing for the records and files of Umatilla County one fully executed copy each of a finance and maintenance agreement between the State Highway Commission and Umatilla County covering the South Mission Road section of FAS 475.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm
Enc.

RECEIVED
APR [illegible] 1958
FOR FILING

[illegible]

5159

AGENDA
APR 3 1958
3a-3

March 31, 1958

Shannon Construction Company &
Sardine Creek Timber Company
Route 1, Box 1847
Sweet Home, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958 accepted your proposal for grading and oiling the South Mission Road Section of the South Mission Road in Umatilla County for the sum of $108,928.30 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5159.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder and Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHORE SHIP ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 31, 1958

Shannon Const. Co. &
Sardine Creek Timber Co.
Sweet Home, Oregon

Gentlemen:

Contract for So. Mission Road Section of So. Mission Road in Umatilla County for which you submitted low bid on March 27, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
Files
C. W. Head

RECEIVED
MAR 31 1958
FOR FILING
S-3890
5157

File

UMATILLA COUNTY COURT
COURT HOUSE
PENDLETON, OREGON

March 17, 1958

Mr. Forrest Cooper
Deputy State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

As of your request, this letter is to inform the State Highway Department that the easements for the rights-of-way on the Mission South F.A.S. road have all been obtained.

The County Court has agreed to pay for the damage on any existing crops now growing along said rights-of-way and also will replace the fences that will have to be torn down in the construction of this road.

Sincerely yours,

D. R. COOK,
County Judge

DRC:ak

Original [illegible] to Mr. Porter
Copy sent to Mr. Sorensen

S-363(1) E. Unit, Paulina-Trout Cr. 1958
Sec. of Paulina-Logdell Rd.
#5160

A

RECEIVED
MAR 15 1960
FOR FILING

8-263(1)

S/[illegible]

Salem, Oregon
March 14, 1960

Mr. L. I. Lindas
Chief Counsel
OFFICE

Reference is made to Mr. Bodie's letter of March 8, 1960, concerning the case of Richard J. Thompson vs. George E. Blaisdell and Crook County.

Under terms of an agreement between Crook County and the State, executed in March 1958, the State awarded a contract to Geo. E. Blaisdell and Son Const. Co. on April 2, 1958, for grading and structures on the East Unit of the Paulina-Trout Creek Section of the Paulina-Logdell Road in Crook County. This is Contract No. 5160 and work thereunder was completed on September 18, 1958. On Oct. 13, 1958, Crook County was notified of the completion and were advised to assume the maintenance under terms of a certain maintenance agreement between the County and State which was executed on March 14 and 24, 1958.

Under terms of an agreement between Crook County and the State, executed in July 1958, the State awarded a contract to Geo. E. Blaisdell and Son Const. Co. on July 31, 1958, for grading the Middle Unit of the Paulina-Trout Creek Section and the Trout Creek Section of the Paulina-Logdell Road in Crook County. This is Contract 5254 and work thereunder was completed on September 27, 1958. On November 21, 1958, Crook County was advised of the completion and was advised to assume the maintenance under terms of a certain maintenance agreement between Crook County and the State which was executed on July 1 and 22, 1958.

I enclose herewith copies of Contracts 5160 and 5254, a copy of the Standard Specifications, issue of May 1, 1954, a copy of the completion notice and maintenance agreement on each contract. Copies of the plans for each of these contracts are attached to the above-mentioned project agreements which Mr. Bodie could find in the County files.

R. L. Porter
Office Engineer

RLP:bb

Enc.

[illegible] 5160
[illegible]

May 4, 1959

Crook County Court
Courthouse
Prineville, Oregon

[illegible] Paulina - Suplee

Gentlemen:

Final costs are now available for the East Unit, Paulina-Trout Creek Section of FAS 453. As per the attached cost statement a refund of $372.97 is due the county from the state. This refund will be made by means of a check from our Accounting Division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:cg

Att.

Form A-156—10M—6-58

NOTED
Harold C. Ayers

NOTED
C. G. SW[illegible]

INVOICE
Oregon State Highway Department
SALEM, OREGON

Invoice No. 60190
Date May 1, 1959
Your Req. No.
Billing Request No. co-479
Credit Distribution: 567-1030-297

Crook County Court
Prineville, Oregon

RECEIVED
MAY 4 1959

East Unit, Paulina-Trout Creek Section, FAS 453

Original Advance Deposit	$18,800.00	
Less amount previously transferred	15,800.00	
Balance in Advance Deposit		$ 3,000.00
Co. share total cost as per attached statement	$18,427.03	
Less amount previously transferred	15,800.00	2,627.03
To be refunded		$ 372.97

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

State Printing 13107

Completed 9/18/58

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County CROOK

Contract No. 5160

Date 4/29/59

FAS 453

Section East Unit, Paulina-Trout Creek

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
Payments to contractor as per attached tabulation.				$79,563.72
Construction Engineering				11,464.34
TOTAL CONSTRUCTION COSTS.				$91,028.06
FEDERAL FUNDS COLLECTED FOR PROJECT				$54,174.00

AGREED COUNTY SHARE OF TOTAL COSTS
(50% of difference between total cost and federal funds)

($91,028.06 - $54,174) X 1/2 = $18,427.03

COUNTY ADVANCE DEPOSIT	$18,800.00
LESS COUNTY SHARE	18,427.03
REFUND DUE COUNTY....	$ 372.97

JFH:mm

Jan. 28, 1959

STATE OF OREGON,

To George E. Blaisdell & Son Const. Co. , Dr

County Crook

Postoffice address Portland, Oregon

Highway Paulina

Work done to Sept. 18, 1958

Contract No. 5160

Section East Unit, Paulina-Trout Creek

Prefix No. 307-1030-231(41)

Estimate No 8 Final

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
ROADWORK:						
1. Clearing and grubbing	all	3700.00	100%	3,700.00	3,700.00	-
2. Drainage excav., unclass.	c.y.	1.90	161.80	307.42	307.42	-
3. General excav., unclass.	c.y.	.25	138,050.4	34,512.60	34,512.60	-
4. Short overhaul	yd.sta.	.006	377,166	2,263.00	2,263.00	-
5. Long overhaul	C.yd.sta.	.36	4,938.3	1,777.79	1,777.79	-
6. Sprinkling	M/gal.	2.00	518	1,036.00	1,036.00	-
7. Finishing roadbed and slopes	mile	450.00	5.96	2,682.00	2,682.00	-
8. 12" corr. metal pipe	l.f.	3.00	102	306.00	306.00	-
9. 18" corr. metal pipe	l.f.	4.00	608	2,432.00	2,432.00	-
10. 24" corr. metal pipe	l.f.	5.70	592	3,374.40	3,374.40	-
11. 36" corr. metal pipe	l.f.	10.75	78	838.50	838.50	-
12. 10' 11" struct. plate pipe arch	l.f.	70.00	70	4,900.00	4,900.00	-
STRUCTURES:						
13. Furn. treated timber piling	l.f.	1.15	1,120	1,288.00	1,288.00	-
14. Drive timber piles	each	35.00	40	1,400.00	1,400.00	-
15. Class "A" concrete	c.y.	60.00	104	6,240.00	6,240.00	-
16. Metal reinforcement	lb.	.19	41,680	7,919.20	7,919.20	-
17. Treated timber in place	M/FBM	346.50	10	3,465.00	3,465.00	-
FA#1 External piling	all	1051.00	100%	1,051.00	1,051.00	-
FA#2 Construct channel change	c.y.	.13	538.7	70.03	70.03	-
Totals				79,563.72	79,563.72	-
3 % Retained				-	2,386.91	2,386.91
Total Payments				79,563.72	77,176.81	2,386.91

Audited and approved by

Period covered To 9/18/58

Items Cont. 5160 Est. 8 Final

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
ROADWORK:						
1. Clearing and grubbing	all	3700.00	100%	3,700.00	3,700.00	-
2. Drainage excav., unclass.	c.y.	1.90	161.80	307.42	307.42	-
3. General excav., unclass.	c.y.	.25	138,050.4	34,512.60	34,512.60	-
4. Short overhaul	yd.sta.	.006	377,166	2,263.00	2,263.00	-
5. Long overhaul	C.yd.sta.	.36	4,938.3	1,777.79	1,777.79	-
6. Sprinkling	M/gal.	2.00	518	1,036.00	1,036.00	-
7. Finishing roadbed and slopes	mile	450.00	5.96	2,682.00	2,682.00	-
8. 12" corr. metal pipe	l.f.	3.00	102	306.00	306.00	-
9. 18" corr. metal pipe	l.f.	4.00	608	2,432.00	2,432.00	-
10. 24" corr. metal pipe	l.f.	5.70	592	3,374.40	3,374.40	-
11. 36" corr. metal pipe	l.f.	10.76	78	839.28	839.28	-
12. 18' 11" struct. plate pipe arch	l.f.	70.00	70	4,900.00	4,900.00	-
STRUCTURES:						
13. Furn. treated timber piling	l.f.	1.15	1,120	1,288.00	1,288.00	-
14. Drive timber poles	each	35.00	40	1,400.00	1,400.00	-
15. Class "A" concrete	c.y.	60.00	104	6,240.00	6,240.00	-
16. Metal reinforcement	lb.	.19	41,680	7,919.20	7,919.20	-
17. Treated timber in place	M/FBM	346.50	10	3,465.00	3,465.00	-
FA#1 Extend piling	all	1051.00	100%	1,051.00	1,051.00	-
FA#2 Construct channel change	c.y.	.13	538.7	70.03	70.03	-

		Total Amount To Date	Previous Amount	Present Amount
Totals		79,563.72	79,563.72	-
3	% Retained	-	2,386.91	2,386.91
Total Payments		79,563.72	77,176.81	2,386.91

Audited and approved by

Period covered to 9/1[illegible]

Items Cont. 1160 S.L. & Final

Computed by C. Palmer
M Cullens

Checked by BP

To be paid contractors, this estimate, $2,386.91

Engineer Ernest L. Scrivner
27268

Previous Voucher No.

State Printing

RECEIVED
FEB 1959
FOR FILING

File

OREGON STATE HIGHWAY DEPARTMENT
(date)

February 18, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5160 5160	8 Final	George E. Blaisdell & Son Const. Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3342	H236528	$2,386.91	2-18-59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapueske
ACCOUNTING DIVISION

Specified completion date: 105 workdays from Apr. 14, 1958

Time Extensions: None

Completion Date: Sept. 18, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Feb. 18, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized.

Floyd Query
H. B. Glaisyer
Secretary

Warrant Mailed: FEB 18 1959

NOTED ON CARD

RECEIVED
FEB 9 1959
FOR FILING

Feb. 6, 1959

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

State Highway Contract No. 5160 for structures and grading on the East Unit, Paulina-Trout Creek Section of the Paulina Highway in Crook County, was completed by the contractor, Geo. E. Blaisdel & Son Const. Company, on Sept. 18, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $2,386.91, will be released to the contractor on or after February 16, 1959. The total contract amount is $79,563.72, and no force account work was performed on the project.

The State is not award of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Rathbone, King & Seeley
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

Form E-1—10M—12-56

2 363 (1)
5160

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 14, 1958

Section East Unit, Paulina - Trout Creek

Highway Paulina-Logdell County Crook

Contractor Geo. E. Blaisdell and Son Const. Co.

Date of contract April 2, 1958

Date work started April 15, 1958

Project authorization $94,148.44

Exclusive of engineering $87,453.44

Kind of work Structures and Grading

Section prefix 507-1030

Contract number 5160

Specified work days 105

Work days used 83

Per cent of time elapsed 79 %

Estimated cost of completed project, exclusive of engineering $ 79,562.72

Estimated per cent overrun or underrun Underrun 9.0 %

Per cent of contract completed, based on total contract price 92.1 %

Engineering authorization $6,695.00

Engineering cost to date $7,171.77, 107.1 %

Date project was completed Sept. 18, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party etc.:

Semi-final estimate for project completed and submitted to Division Thursday.

- FINAL REPORT -

CONSTRUCTION DIVISION
RECEIVED
NOV 17 1958
NOTED CE ACE ACE COE

NOTED
C. E. PAUL

Signed

Address P.O. Box 132, Prineville

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.96				
Miles partially completed	5.96				
Miles completed	5.96				
Total estimated quantities (contract)	154,000 CY				
Total quantities corrected to date	138,050.4CY				
Estimated quantities moved or placed to date	138,050.4CY				
Average daily quantities	Proj. Completed				
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair&Cool		
Tuesday	Fair&Cool		
Wednesday	Cloudy & Cold		
Thursday	Rain& Cold		
Friday	Cloudy & Cold		
Saturday			

A

RECEIVED
OCT 30 1958

FOR FILING

[illegible]

5160

October 29, 1958

CERTIFIED MAIL

American Casualty Company
607 Washington St.
Reading, Pennsylvania

Gentlemen:

It is the intention of the State Highway Commission to release to George E. Blaisdell & Son Construction Co. a portion of the funds heretofore retained by the Commission on contract No. 5160, covering structures and grading on the East Unit, Paulina-Trout Creek Section of the Paulina Highway in Crook County.

This payment in the amount of $3,964.48 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,357.83. The present payment will be released on or after November 10, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: American Casualty Co.
Rathbone, King & Seeley
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

gl

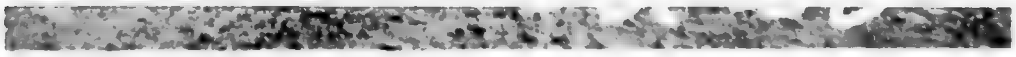
FAS 453 County Crook Contract No. ________

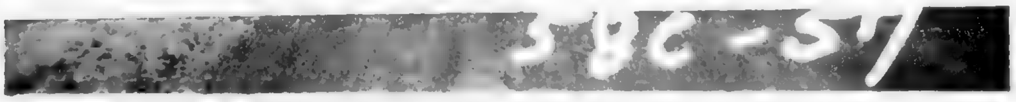
Section [illegible]

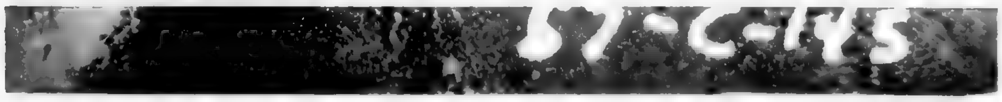
Location [illegible] -57 [illegible]

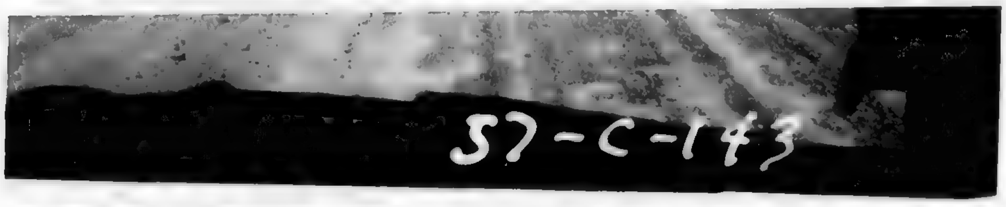
[illegible] -58-58

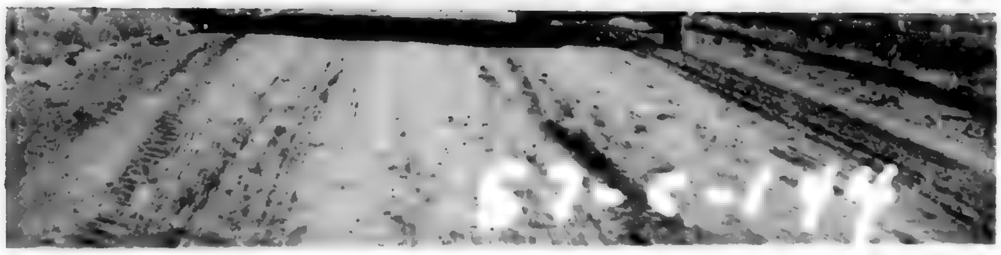
[illegible]











1957 - 958

FAS 453 **County** Crook **Contract No.** _______

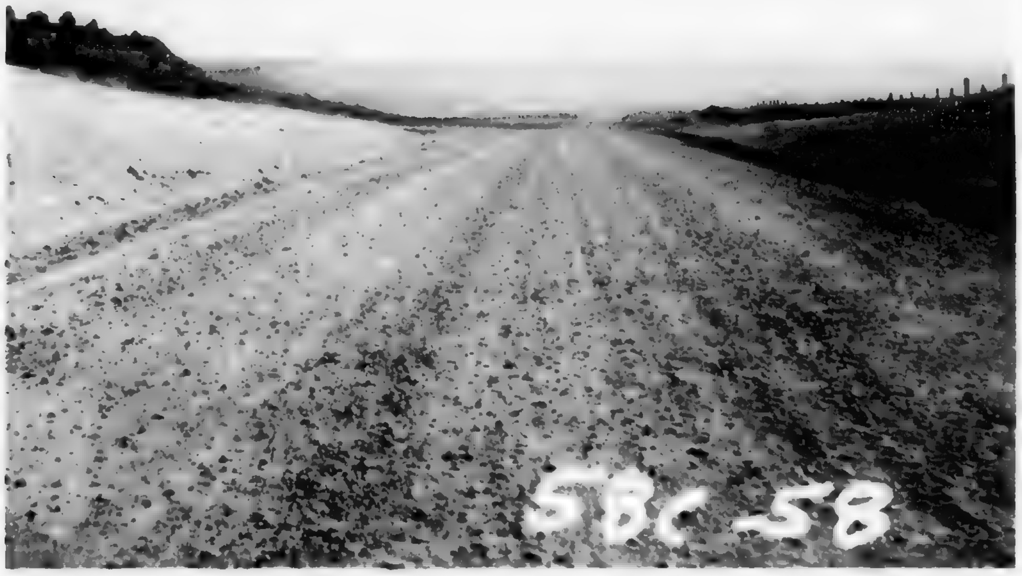
Section [illegible] ([illegible])

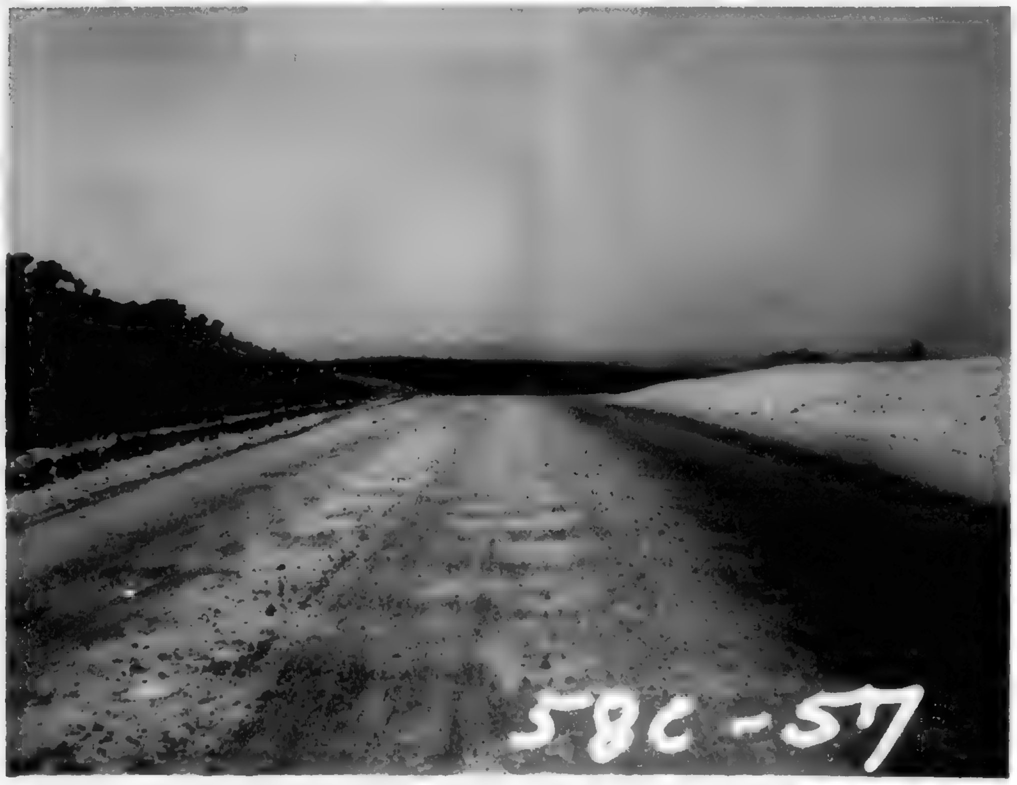
Location 58C-57 [illegible]

58C-58 [illegible]

10-28-58

58C-57 [illegible]





[illegible]

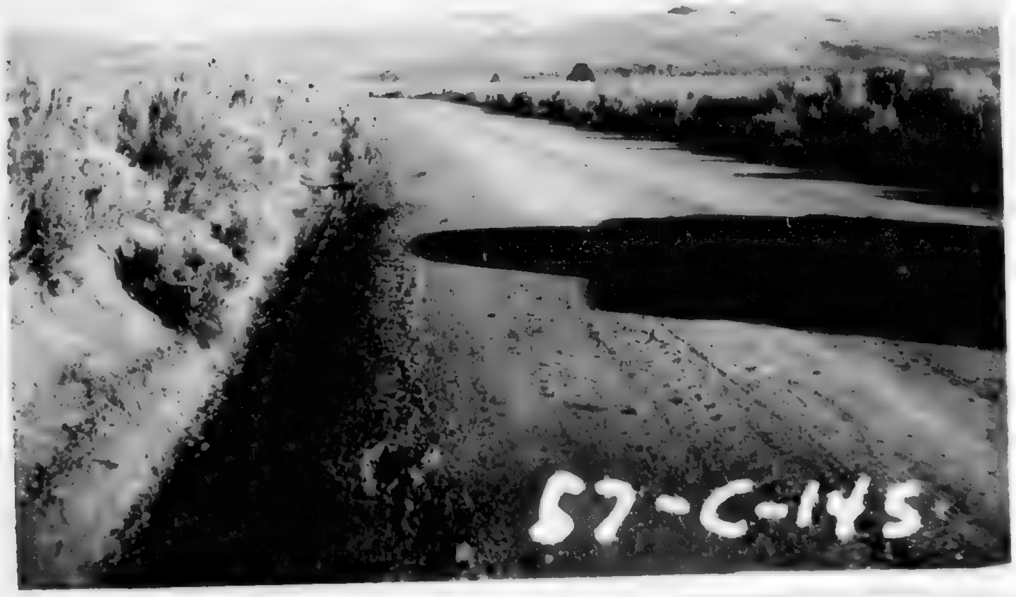
FAS [illegible] County Crook Contract No.

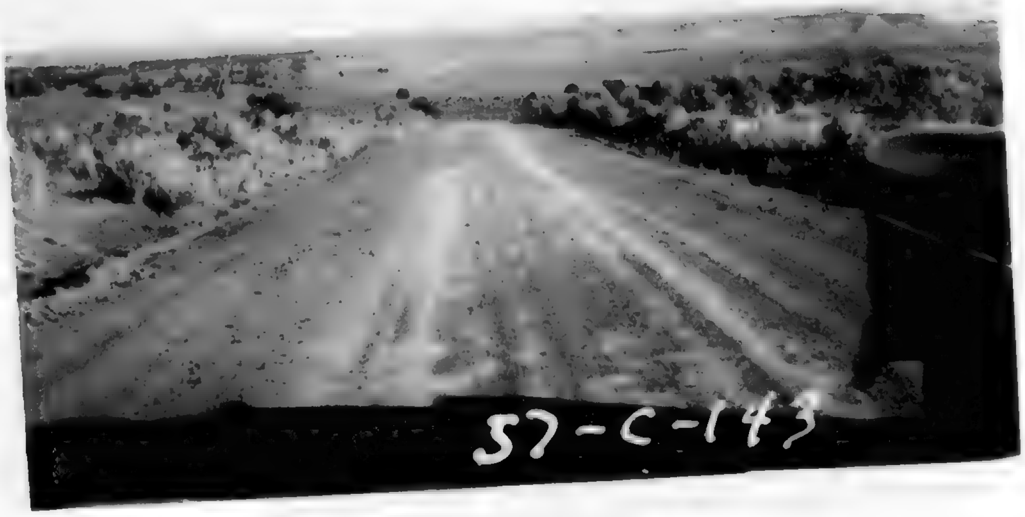
Section [illegible]

Location 57 -57 [illegible]

[illegible] 10-28-58

5x c 57 [illegible]





1957 & 1958

FAS 453 **County** Crook **Contract No.** ________

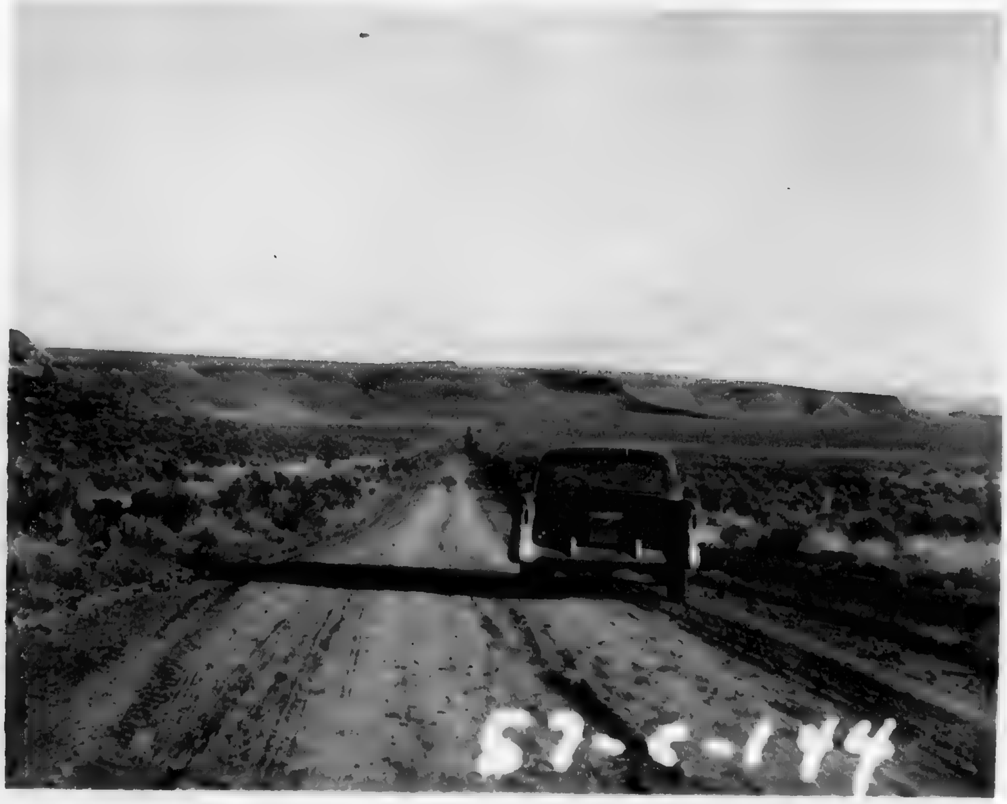
Section Middle Unit Paulina-[illegible], (i.e. E. Unit, Paulina-[illegible] Rd.)

Location 57-C-143 / 58-C-57 } 6.22 mi. E. of Jct. Paulina [illegible] [illegible]

57-C-144 / 58-C-58 } Sta 202+00 look'g E / 7.31 mi. E of Jct. Paulina

57-C-145 / 58-C-59 } Sta [illegible]+50 look'g E / 12.2 mi. E of Jct. [illegible]

10-28-58



A

RECEIVED
SEP 25 1958
FOR FILING

5160

September 23, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 18, 1958, on Contract No. 5160, East Unit, Pauline-Trout Creek Section, in Crook County, in connection with Federal Aid Project No. S-363(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

cc: Clarence G. Swenson

RECEIVED [illegible] 1958
FOR FILING

Monthly Transaction No. 6-99	Fo[illegible]-2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project Report No. S-363(1) 4 516	**FEDERAL-AID PROJECT AGREEMENT**	County **Crook**
		Project No. **S-363(1)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Middle Unit, Paulina-Suplee Creek Section of the Paulina-Logdell Road, from approx. 6.5 miles east of Paulina east approx. 6 miles (a County Road).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	10/1/57	6.0
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 91,946.00	$ 56,900.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **June 23, 1958**

RECOMMENDED FOR APPRO[illegible]
STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the East Unit, Paulina - Trout Creek Section, Project No. S-363(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

[illegible]

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

East Unit, Paulina - Trout Creek Section
Paulina Logdell Road
Crook County

NATURE OF WORK:

Grading and Structures

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5160

5160 Geo. E. Blaisdell & Son 4-2-58

DATE OF COMPLETION: 105 workdays from 4-14-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the East Unit, Paulina-Trout Creek Section, Project No. S-363(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

Oregon State Highway Department

Federal Aid Secondary
Project No. S-363(1)

EAST UNIT, PAULINA-TROUT CREEK SECTION OF THE PAULINA-LOGDELL ROAD IN CROOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code 0010
Roadway (Sta. 118+00 to Sta. 434+00)(Contract No. 5160)

Clearing and Grubbing	All	Required		$ 3,700.00
Drainage Excavation, Unclassified	180	cu.yds.	1.90	342.00
General Excavation, Unclassified	154,000	cu.yds.	.25	38,500.00
Short Overhaul	380,000	yd.sta.	.006	2,280.00
Long Overhaul	3,200	C-yd.sta.	.36	1,152.00
Sprinkling	800	M-gal.	2.00	1,600.00
Finishing Roadbed and Slopes	5.96	miles	450.00	2,682.00
12-inch Corrugated Metal Pipe	140	lin.ft.	3.00	420.00
18-inch Corrugated Metal Pipe	650	lin.ft.	4.00	2,600.00
24-inch Corrugated Metal Pipe	620	lin.ft.	5.70	3,534.00
36-inch Corrugated Metal Pipe	80	lin.ft.	10.76	860.80
10' - 11" Structural Plate Pipe Arch	76	lin.ft.	70.00	5,320.00
				$ 62,990.80
Flagging (57½% of Contractors Cost)	All	Required		250.00
	Subtotal			$ 63,240.80
	10% Engr. & Cont.			6,324.08
	Total			$ 69,564.88

Type Code X021
Grindstone Creek Bridge (Sta. 344+32 to Sta. 344+89)(Contract No. 5160)

Furnish Treated Timber Piling	630	lin.ft.	1.15	724.50
Drive Timber Piling	20	only	35.00	700.00
Class "A" Concrete	52	cu.yds.	60.00	3,120.00
Metal Reinforcement	20,840	lbs.	.19	3,959.60
Treated Timber in Place	5	M-fbm	346.50	1,732.50
				$ 10,236.60

Type Code X021
Trout Creek Bridge (Sta. 396+85 to Sta. 397+42)(Contract No. 5160)

Furnish Treated Timber Piling	520	lin.ft.	1.15	$ 598.00
Drive Timber Piles	20	only	35.00	700.00
Class "A" Concrete	52	cu.yds.	60.00	3,120.00
Metal Reinforcement	20,840	lbs.	.19	3,959.60
Treated Timber in Place	5	M-fbm.	346.50	1,732.50
				$ 10,110.10
		Subtotal		$ 20,346.70
		10% Engr. & Cont.		2,034.67
		Total		$ 22,381.37

Length of Roadway.	.5.963 miles
Length of 2 Structures	.0.022 mile
Total Length	.5.985 miles
Cost of Roadway per mile	$11,666.08

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$69,564.88	$43,060.00	$13,252.40	$13,252.44
Structures	22,381.37	13,840.00	4,270.70	4,270.71
	$91,946.25	$56,900.00	$17,523.10	$17,523.15

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
State Funds for Maint.: Chap. 529, laws, 1939

Note: Necessary funds have been deposited by Crook County with the Highway Department.

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAY 12 1958
FOR FILING

[illegible]

3760

May 12, 1958

Geo. E. Blaisdell & Son Const. Co.
5135 N. Interstate Ave.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5160, awarded Apr. 2, 1958, for structures and grading on the East Unit, Paulina-Trout Creek Section of the Paulina Highway in Crook County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR 21 1958
FOR FILING

[illegible]

[illegible]

April 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 15, 1958, on Contract No. 5160, East Unit, Pauline-Trout Creek Section, in Crook County, in connection with Federal Aid Project No. S-363(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Salem, Oregon
April 2, 1958

East Unit, Paulina-Trout Creek Section
FAS 453, Crook County

Mr. Tom Edwards
OFFICE

The subject named county FAS project was originally programmed under the name Middle Unit, Paulina-Supplee, with the understanding that the limits would be established by the available FAS funds ($127,000). A total of 8.26 miles was surveyed and submitted from the field and this was cut to 5.985 miles based on the engineer's estimate.

Bids on this 5.985 miles were received on March 28 and the low bid including 12-1/2% engineering and contingencies totaled $94,000. This leaves a balance of $33,000 available to Crook County.

The county has requested that a second project be put up for bids as soon as possible covering the remaining 2.3 miles. The field data for these 2.3 miles is still in Salem but will probably be returned to Division IV in the immediate future. It is suggested that that portion of the field data applying to the remaining 2.3 miles be retained in Salem so that a second project can be prepared for contracting.

An estimate for the cost of these 2.3 miles would be appreciated.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

cc: G. S. Paxson
    Jay Barbee

NOTED
C. G. SWENSON

Form A-150—10M—6-57

NOTED

NOTED
John F. Hagemann

NOTED
Harold C. Ayers

INVOICE

Oregon State Highway Department

SALEM, OREGON

Crook County
Prineville, Oregon

Attn: County Court

RECEIVED
1958
ENGINEER
COUNTY [illegible]

Invoice No. 54949

Date April 2, 1958

Your Req. No.

Billing Request No. ce 395

Credit Distribution: 507-1030-897

Advance Deposit	18,000.00
Partial transfer county's share total cost Pauline-Trout Creek Section, FAS 453, covered by agreement dated March, 1958.	15,000.00
To be retained	$3,000.00

[illegible] LEDGMENT [illegible]
[illegible] Received [illegible]

NOTED
C. G. [illegible]

State Printing 4310

NOTED
Harold C. Ayers

April 2, 1958

Crook County Court
Courthouse
Prineville, Oregon

NOTED
John F. Hagemann

NOTED
V R JONES

Gentlemen:

This is to acknowledge receipt of an advance deposit of $18,800 in connection with the Paulina-Trout Creek Section of FAS 453. Contract No. 5160 has been awarded to George E. Blaisdell and Son Construction Company, and a copy of the contract will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

NOTED
C G SWENSON

RECEIVED
APR [illegible]
FOR FILING

[illegible]

5160

AGENDA
APR 8 1958
3a-4

April 2, 1958

George E. Blaisdell & Son Constr. Co.
5135 North Interstate
Portland, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958 accepted your proposal for grading and reinf. concrete bridges on timber piles on the E. Unit, Paulina-Trout Creek Section of the Paulina-Logdell Road in Crook County for the sum of $83,337.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5160.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 2, 1958

George F. Blaisdell & Son Constr. Co.
5135 North Interstate
Portland, Oregon

Gentlemen:

Contract for the E. Unit, Paulina-Trout Creek Section of the Paulina-Logdell Road, Crook County awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
Files
C. W. Head

NOTED
Harold C. Ayers

March 28, 1958

Honorable Crook County Court
Court House
Prineville, Oregon

NOTED
John F. Hagemann

Gentlemen:

On March 28th a satisfactory bid was received from George E. Blaisdell & Son Construction Co. of Portland for construction of the Paulina-Trout Creek Section of FAS 453. As per the agreement between County and State, the following advance deposit is required prior to award of a contract:

Bid Items		$83,337.50
Anticipated Additional Items		
Flagging	$250.00	
Pave Bridge Decks	100.00	350.00
12½% Engineering and Contingencies		10,460.94
Estimated Total Cost		$94,148.44
County Advance Deposit of 20% =		$18,800.00

Please make this deposit by means of a check or warrant in the amount of $18,800.00 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit and a letter certifying that all rights of way have been obtained, a contract will be awarded.

Based on the above estimated costs, an unprogrammed balance of $33,000.00 (includes Federal, State and County funds) is available to Crook County. This sum may be programmed for an additional project or carried forward and combined with funds which will become available in the future.

Recd. Dep. 4/1/58
507-1030
NOTED
C. G. SWENSON
5160

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:AM

RECEIVED

FOR FILES

S 363(1)

5140

FORM E-30X—37,500—2-57—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 2, 1958

SUBJECT: East Unit, Paulina-Trout Creek Section
FAS 453, Crook County

To: Mr. Tom Edwards
OFFICE

The subject named county FAS project was originally programmed under the name Middle Unit, Paulina-Supplee, with the understanding that the limits would be established by the available FAS funds ($127,000). A total of 8.26 miles was surveyed and submitted from the field and this was cut to 5.985 miles based on the engineer's estimate.

Bids on this 5.985 miles were received on March 28 and the low bid including 12-1/2% engineering and contingencies totaled $94,000. This leaves a balance of $33,000 available to Crook County.

The county has requested that a second project be put up for bids as soon as possible covering the remaining 2.3 miles. The field data for these 2.3 miles is still in Salem but will probably be returned to Division IV in the immediate future. It is suggested that that portion of the field data applying to the remaining 2.3 miles be retained in Salem so that a second project can be prepared for contracting.

NOTED
S. PAXSON

An estimate for the cost of these 2.3 miles would be appreciated.

John F. Hage

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

cc: G. S. Paxson
Jay Barbee

RECEIVED
APR 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 1 1958
FOR FILING

S 333(1)
5160

e

March 31, 1958

George E. Blaisdell & Son Const. Co.
5135 North Interstate
Portland, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958 accepted your bid in the amount of $83,337.50 for grading and reinf. concrete bridges on timber piles on the East Unit, Paulina-Trout Creek Section of the Paulina-Logdell Road in Crook County, which was the low bid received for that job on the 28th of March. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
APR 1 1958
FOR FILING

Salem, Oregon
March 26, 1958

Maint. # 335
Finance #176

FAS 453 Project Agreement
Crook County

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations Dept.

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Crook County covering the East Unit, Paulina-Trout Creek Section of FAS 453.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Crook County.

Secretary

rn
Attach: 5

FORM E30—30M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1958

SUBJECT: FAS 453 Project Agreements,
Crook County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the East Unit, Paulina-Trout Creek Section of FAS 453. Two copies of the agreement have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of an ~~encroachment resolution~~ maintenance agreement covering the same project. After signature by the Highway Commission please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

The Highway Commission approved this project December 17, 1956, as the Middle Unit, Paulina-Suplee project.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date March 20, 1958

RECEIVED
MAR 19 1958
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
Date 12-17-56 Minute Page 27493 (34)
Secretary

RECEIVED
APR 1 1958
FOR FILING

S-363(1)

5160

2

March 31, 1958

George E. Blaisdell & Son Const. Co.
5135 North Interstate
Portland, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958 accepted your bid in the amount of $83,337.50 for grading and reinf. concrete bridges on timber piles on the East Unit, Paulina-Trout Creek Section of the Paulina-Logdell Road in Crook County, which was the low bid received for that job on the 28th of March. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAR 26 1958
FOR FILING

J-363(1)

5160

March 26, 1958

County Court of Crook County
Court House
Prineville, Oregon

Gentlemen:

We are enclosing for the records and files of Crook County one fully executed copy each of a maintenance and finance agreement between the State Highway Commission and Crook County covering the East Unit, Paulina-Trout Creek Section of FAS 453.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
March 19, 1958

FAS 453 Project Agreements,
Crook County

Mr. G. S. Paxson
OFFICE

NOTED
John F. Hagemann

Attached are three copies of an agreement covering the East Unit, Paulina-Trout Creek Section of FAS 453. Two copies of the agreement have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of an ~~encroachment~~ maint. ~~resolution~~ agmt covering the same project. After signature by the Highway Commission please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

The Highway Commission approved this project December 17, 1956, as the Middle Unit, Paulina-Suplee project.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

Oregon Project S-363(1)
FAS 453

RESOLUTION 3-14-58

WHEREAS, a county road in Crook County, State of Oregon, known as the Paulina-Logdell County Road, is routed through the County of Crook, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Crook County, the section adopted for improvement being more particularly described as follows; to wit:

> From a point approximately 5.8 miles easterly of Paulina easterly to a point approximately 6 miles west of Suplee, a distance of 5.985 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Crook will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Crook County, Oregon, that no encroachments will be permitted on the county road known as the Paulina-Logdell County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Crook County, Oregon, this 14th day of March, 1958.

By:

County Judge Harry C Sandler

County Commissioner

County Commissioner

ATTEST:
Hazel A Powell
County Clerk

cc-12(1956)

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

March 13, 1958

Crook County Court
Courthouse
Prineville, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the East Unit, Paulina-Trout Creek Section of FAS 453 upon which bids will be received March 28.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost for this project, including engineering and contingencies, is $125,000; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the County Clerk attest, with seal, and return all copies of each agreement and five copies of the resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in Salem not later than March 21.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

JFH:mm
Encl.

NOTED
V R JONES

NOTED
Harold C. Ayers

December 31, 1957

Hon. Harry C. Fowler
Crook County Judge
Courthouse
Prineville, Oregon

NOTED
John F. Hagemann

Dear Judge Fowler:

Attached is a copy of a letter from our right-of-way division advising that right-of-way covered by our R/W File No. 26939 is not needed for the Middle Unit, Paulina-Suplee section of FAS 453.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM 230—30M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 27, 1957
Salem, Oregon

SUBJECT: File No. 26939

To: C. G. Swenson,
County-City Relations Engr.
OFFICE

RECEIVED
DEC 31 1957
ENGINEER
COUNTY & CITY RELATIONS

This is to advise that due to a line change checked in the Salem Office on October, 1957, the 1 acre to be acquired for this middle unit of the Paulina-Suplee County Road was not needed, hence we are cancelling this file. The owner is still unknown, as the County was supposed to have acquired the right of way.

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

EFS:blr

cc: R. L. Porter
Floyd Scott
Dean Swift
R. W. Cozad

November 13, 1957

NOTED
Harold C. Ayers

Crook County Court
Courthouse
Prineville, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are five revised option forms in quadruplicate covering right-of-way to be acquired in connection with the Middle Unit, Paulina-Suplee Section of FAS 453.

You will note that there are now three parcels to be acquired from the US Government (BLM).

We are forwarding under separate cover five prints each of Maps Nos. 8B-6-14 and -15 covering this area.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

JDG:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 13, 1957

SUBJECT: File No. 26936-Option
Paulina-Suplee County Road FAS 453
Crook County

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

We are returning herewith one option form in quadruplet covering right of way to be acquired in connection with the Middle Unit of the Paulina-Suplee County Road in Crook County. There are no revisions on this file.

File No.	Name	Area
26936	Robert T. Lister, et ux	2.0 Acres

Earl F. Saling R.K.
EARL F. SALING
Right of Way Office Manager

MM:jm
Encl: 1 option

cc: R. L. Porter
Title Section

FORM E-30X—25M—9-55—55209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 8, 1957

SUBJECT: Options

To:
C. G. Swanson
County-City Relations Engineer
O F F I C E

Attached you will find 4 revised option forms in quadruplet covering right of way to be acquired in connection with the Middle Unit of the Paulina-Suplee County Road in Crook County.

The U. S. Government (B.L.M.), File No. 26937, which the County Judge plans to acquire is now 3 parcels. See prints 8B-6-14 and 15. Parcel 1 is between Stations 127+25 and 131+30, Parcel 2, between Stations 191+50 and 243+00, and Parcel 3 between Stations 295+80 and 328+00. File No. 26939 has been cancelled.

These revisions are necessary because of field change of section lines.

We are forwarding under separate cover 5 prints each of Map Nos. 8B-6-14 and 15 covering this area and bearing our date of November 5, 1957.

File No.	Name	Area
26935	Archie & Mary H. Myers and Joe Bengoechea	Par. 1 - 4.3 acres
		Par. 2 - 7.0 acres
		Par. 3 - 14.2 acres
26938	Elvin Kuhn	7.2 acres
26940	A. R. Sartain	Par. 1 - 7.0 acres
		Par. 2 - 7.4 acres
26941	Henry Bernard	3.3 acres

Very truly yours,

EARL F. SALING,
Right of Way Office Manager

MM:br
Encl: 4 options

CC - R. L. Porter

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
October 25, 1957

R/W Descriptions
Middle Unit, Paulina-Suplee Section
FAS 453, Crook County

Mr. Earl Saling
OFFICE

NOTED
John F. Hagemann

Attached is a copy of a letter from Judge Fowler regarding the above subject together with six option forms in quadruplicate.

Apparently some, or all, of these descriptions will have to be rewritten when revised data is obtained from the field.

C. G. Swenson
Engineer, County and City Relations

CGS:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

CROOK COUNTY, PRINEVILLE, OREGON

HARRY C. FOWLER, JUDGE
LUKE M. REIF, COMMISSIONER
MELVIN WEBERG, COMMISSIONER

October 15, 1957

Mr. C. G. Swenson, Engineer
County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Swenson:

I am returning the descriptions for right-of-way of the Middle Unit, Paulina-Suplee F.A. S. project.

After checking with some of the owners of the land involved, the Highway descriptions do not coincide with the boundaries of the land owners. Mr. Scrivner, the local Highway Resident Engineer, is in the process of reestablishing Section Corners to be used in new right-of-way descriptions.

Sincerely,

Harry C Fowler
Harry C. Fowler
County Judge

HCF/lh
Encl.

RECEIVED
OCT 16 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT [illegible] 1957

Monthly transaction No. 3-43	Form PR-9 (6-4-57)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project report No. 2	**REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE**		County **Crook**
Class of Federal funds 1/	**Federal-Aid Secondary**		Date submitted **March 10, 1958**
			Date of initial approval **Oct. 1, 1957**
System	**F.A. Secondary**		Route No. **453**

NOTED

NOTED
John F. Hagemann

NOTED

NOTED

	Item No.	Project No.	Termini	Class of work	Total funds	Federal funds	State funds	Length miles	Character of proposed work
ITEM AS NOW PROGRAMED	494	S-363(1)	Approximately 6.5 mi. east of Paulina eastward 5.3 miles (Middle Unit, Paulina-Suplee Cr.)	S & P			County 25,400		Grade and drain.
10-1-57				R-O-W					
				Const.	127,000	76,200	State 25,400		
				Total	127,000	76,200	50,800	5.30	
REQUESTED REVISION	494	S-363(1)	Approx. 5.8 miles east of Paulina eastward 6.0 miles (Middle Unit, Paulina-Suplee Cr.)	S & P			County 25,400		Grade and drain. Two concrete bridges, length 114'.
				R-O-W					
				Const.	127,000	76,200	State 25,400		
				Total	127,000	76,200	50,800	6.00	

Reason for change: Completion of design resulted in cost being less than originally anticipated and project was extended westward 0.7 mile to utilize the set-up of funds. Original plans provided two culverts under 20' span but these are replaced with structures of bridge lengths.

PROGRAM REVISION REQUESTED	RECOMMENDED	APPROVED OR ~~RECOMMENDED~~ (Cross out one)
Date Mar. 10, 1958	Signature	Signature C. G. Polk By: E. M. Coun
By Deputy (State Highway Engineer)	Title	Title Division Engr. Actg. Division Engr.
	Date	Date March 12, 1958

1/ If revision includes transfer from one class of project to another, or covers joint financing, show both classes of funds involved.

USComm-DC 11157

GPO 925935

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

MEMO TO J. W. NASH
9/20/57

FAS 453, CROOK COUNTY

TERMINI: From approximately 6.5 miles east of Paulina to approximately 6.5 miles west of the Crook-Grant County line (Middle Unit, Paulina-Suplee Section).

PROPOSED WORK: Grade and drain only - 2 lane.

PROJECT LENGTH: 5.30 miles

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTR.	$127,000	$76,200	$25,400	$25,400 (County)

EXISTING FACILITY:
ROADWAY: Unimproved road of native material & following ground line.
STRUCTURES: None

ADJACENT SECTIONS:
EAST END: Unimproved road of native material. County has surveyed this section and plans to construct to 28' finished crushed rock or gravel wearing surface in next two years.
WEST END: Light gravel surface 12' wide on 20' wide roadbed. County plans to construct to an improved grade and alignment with a 28' wide crushed rock or gravel wearing surface in 1958.

PROJECT DATA: Grade and drain on an improved grade and alignment to a roadbed width of 34'. After completion of the FAS project Crook County will place a crushed rock or gravel wearing surface 28' in width and meeting State standards, without federal cooperation.

ROW WIDTH: 100' minimum
MINIMUM DESIGN STANDARDS: No exceptions
ACCESS CONTROL: None
RR XING: None
SYSTEM ACTION: None required
UNUSUAL OR COMPLICATED SITUATION: None

FAS 453 together with FAS 403 connects FAS 447 south of John Day in Grant County with FAP 5 near Prineville in Crook County. FAS 453 gives direct service to timber operations in the Malheur National Forests and, when completed, will furnish a direct marketing and supply route between the cattle ranches in the Izee Valley and Prineville. Portions of FAS 453 are school bus and mail routes.

NOTED
[illegible]

NOTED
C. G. SWENSON

JFH:mm

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

NOTED
V. R. JONES

Salem, Oregon
September 9, 1957

Middle Unit, Paulina-Suplee Section
FAS 453, Crook County

Mr. Tom Edwards
OFFICE

The field data for the subject named project has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission; however, the length must be reduced to fit the $127,000 of available FAS funds.

The county has requested that the adjustment be made on the west, or Paulina, end with the easterly end remaining the same as shown in the field data. The county will grade the balance with county forces at county expense.

The county judge has also requested that this project not be advertised until the county has acquired all right-of-way. Right-of-way descriptions were forwarded to the county this date and we will advise you when the county has completed negotiations.

Please advise this office when a new length has been established.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

cc: V. G. O'Neil
Frank Hall

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
V. R. JONES

September 9, 1957

NOTED
Harold C. Ayers

Crook County Court
Courthouse
Prineville, Oregon

FAS 453

NOTED
John F. Hagemann

Gentlemen:

Enclosed are six option forms in quadruplet covering right-of-way to be acquired in connection with the Middle Unit, Paulina-Suplee grading project. Please return a conformed copy of the signed options, executed deeds, or other instruments in order that we may be advised of the complete terms of each transaction.

The right-of-way maps covering the project are being sent under separate cover.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

CGS:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM E30—50M—2-57—1478

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 6, 1957
Salem, Oregon

SUBJECT: Options
Middle Unit
Paulina-Suplee County Rd. FAS 453

To: C. G. Swenson
County-City Relations Engr.
OFFICE

Attached you will find 6 option forms in quadruplet covering right of way to be acquired in connection with Middle Unit Section of the Paulina-Suplee County Road FAS 453 in Crook County.

Please have the County return at least a conformed copy of the signed options, executed deeds or other instruments in order that the Highway Engineers may be advised of the complete terms of each transaction.

We are forwarding, under separate cover, 4 prints of map number 8B-6-14 and 15 covering this area and bearing our date of August 28, 1957.

26935	Archie & Mary H. Myers and Joe Bengoechea	4.3	acres	p-1
		7.0	"	p-2
		13.6	"	p-3
26936	Robert T. & Hazel E. Lister ½	2.0	"	
26938	Elvin Kuhn	2.7	"	p-1
		0.1	"	p-2
26939	?	1.0	"	
26940	A. R. Sartain	24.6	"	
26941	H enry Bernard	4.2	"	

Adele L. Egan

ADELE L. EGAN
Assistant Office Manager
Right of Way

RECEIVED
SEP 9 1957
ENGINEER
COUNTY & CITY RELATIONS

MM
blr
enc. 6 options
cc: R. L. Porter
cc: R. W. Cezad (2 prints each 8B-6-14 and 15 sent under separate cover)
cc: Dean Swift " " " " " " " " " "

FORM E-30X—50M—11-55—90228

NOTED
Harold C. Ayers

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
July 16, 1957

SUBJECT: Middle Unit, Paulina-Suplee
County Road
Crook County, FAS No. 453

To:

Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

We are sending under separate cover the following data on the Middle Unit, Paulina-Suplee County Road in Crook County, FAS No. 453:

2 - 1"=100' Detail Maps (Parts I and II)
1 - Pad Coordinates
7 - Photostats

When these have been checked and right of way descriptions prepared, please send the options to Crook County Judge Harry C. Fowler. Also please return the detail maps as soon as they can be spared.

Bob Clark
BOB CLARK
Division Office Engineer

RHC:bc
cc: Clarence Swenson
County & City Relations Engineer ✓

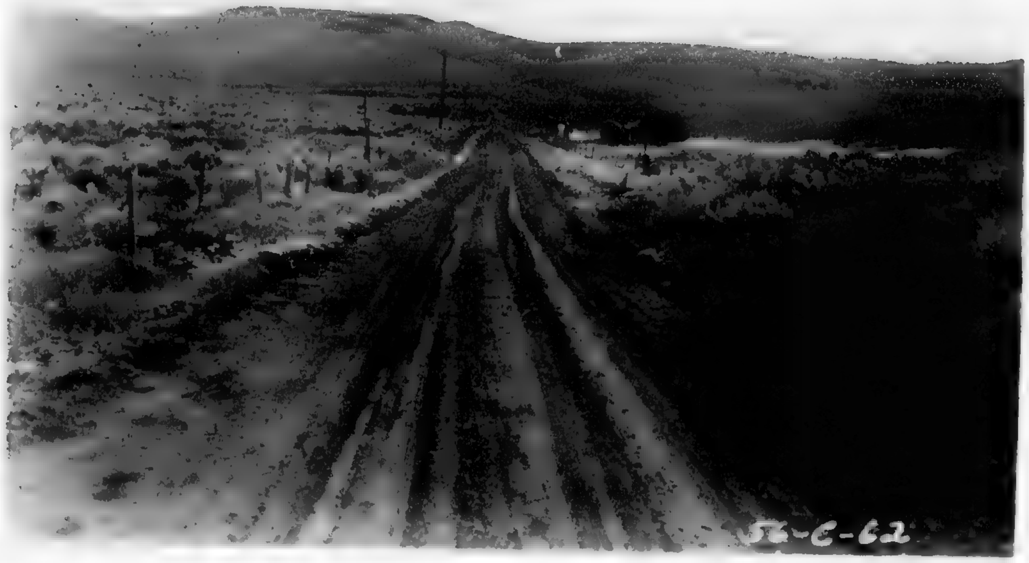
RECEIVED
JUL 17 1957

RECEIVED
JUL 17 1957

FAS 253 County Crook Contract No. _______

Section [illegible]

Location ________________________



December 18, 1956

Crook County Court
Courthouse
Prineville, Oregon

NOTED
Harold C. Ayers

Gentlemen:

On December 17 the Highway Commission approved the FAS project in Crook County as shown in the attached tabulation. Survey work for this project will be performed under the supervision of our Division Office in Bend.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:te
Att.

NOTED
J. F. HAGEMANN

NOTED
C. G. SWENSON

fas 453

NOTED
JOHN D. GRAHAM

CROOK COUNTY
PROPOSED PROJECT

FAS 453 - Middle Unit, Paulina-Suplee Section, Approximately 8 Miles, $127,000. This section extends from a point approximately 3.5 miles east of Paulina, easterly to a point approximately 6.5 miles from the Crook-Grant County line, an over-all distance of approximately 8 miles.

The proposed project is to grade and drain on an improved alignment to a subgrade width sufficient to permit a finished roadway width of 28 feet. The FAS project will be for grading only (including a bridge over Grindstone Creek if necessary). The county will place surfacing material as required.

The county wishes this project to be contracted as soon after July 1, 1957, as possible. The $127,000 programed represents the presently estimated total FAS funds available to Crook County and this amount may be adjusted as more exact figures become available. The project length will be governed by available funds.

12/7/56
(56-g) approved 12-17-56

CROOK COUNTY, PRINEVILLE, OREGON

OFFICE OF THE CLERK
HAZEL A. POWELL

RECEIVED

October 29, 1956

State Highway Department
County & City Relations Dept.
Salem, Oregon

Gentlemen:

Please refer to your letter of August 30, regarding programing for County Federal-aid Secondary projects.

At a meeting of the County Court held on October 26, 1956 it was decided that that body would recommend the Paulina-Suplee Road in the Eastern Part of Crook County for development in the next two year period, with $127,000 estimated funds available for that project.

Fa. 453

Yours very truly,

Hazel A Powell
County Clerk

Meet with Co.
10 AM. Wed. Dec. 5th
H

NOTED
JOHN D. GRAHAM

I-3021(10) Ontario Bridges over the 1958
Snake River
#5161

CYA
1855
5-22-1957

FORM E 123 5M 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

1-3021 Approved 7/31

51

June 30, 1958

AGENDA
JUL 31 1958
2 R

Oregon State Highway Commission

Re: Ontario Bridges over Snake River
Bridge Contract No. 8107

Gentlemen:

Under date of June 27, 1958, the undersigned received from the Hoffman Construction Company their check in the amount of $36,024.60, being the amount owing to the State Highway Department by reason of their refusal to accept the award of Bridge Contract No. 8107 for the construction of the Ontario Bridges over the Snake River in Malheur County, Oregon.

As you recall, you had previously authorized the institution of an action against this company for this amount, in the event an amicable settlement could not be reached.

There is a matter concerning this which should be brought to your attention at this time and which will be made a part of the Agenda on July 31st, at your next Commission meeting, and that is the matter of the cooperative agreement that the State of Oregon has with the State of Idaho having to do with the construction of the above bridges.

It would appear to the undersigned that by virtue of the contract entered into that one-half of the money received from the Hoffman Construction Company should be paid to the State of Idaho, inasmuch as they are cooperating with us to the extent of fifty-fifty in the actual cost of the construction of these bridges.

We will, at the next Commission meeting, ask your authority to pay over to the State of Idaho one-half of the sum of $36,024.60, or $18,012.30.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:br
cc: W. C. Williams
Forrest Cooper
H. B. Glaisyer
C. H. Maison
Robert Y. Thornton

NOTED
H. B. [illegible]

C.C.R.

FORM E-123 8M 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

C O P Y

RECEIVED
JUN 27 1958
FOR FILING
[illegible]

811

June 24, 1958

Hoffman Construction Co.
715 S. W. Columbia St.
Portland, Oregon

Seaboard Surety Company
c/o Leonard E. Frank
Attorney in Fact
609-611 Henry Building
Portland, Oregon

Gentlemen:

Under date of May 14, 1958, I wrote to you concerning the action of the State Highway Commission relative to your failure to execute and perform Bridge Contract No. 8107, on which you were the low bidder in the sum of $720,492.00. At that time I made demand on you, on behalf of the Oregon State Highway Commission, for the sum of 5% of the total amount of the proposal of $720,492.00, because the Hoffman Construction Company had failed and refused to execute the contract submitted to it for execution.

To date I have heard nothing from you concerning this and I feel that I should again call this matter to your attention, and would like your immediate consideration of the demand being made.

As stated in the prior letter, I informed you that this Department had been authorized to institute legal action if necessary to collect the sum of $36,024.60, which amount represents 5% of the bid amount.

We would certainly appreciate hearing from you concerning this as expeditiously as possible, however, as stated before, I feel that if we do not hear from you within a reasonable time that legal action will be commenced to collect upon the bond furnished us.

Very truly yours,

L. I. Lindas
Chief Counsel

LIL:br

NOTED
J. S. PAXS

Idaho
4-11-58
Notes.
Hoffman
Contract

Present:
Parson
Lundas
Rolido
Hawley Hoffman
Burn Hoffman

Shoring & cribbing

No false work item in bids
Had 3000 for barge - dowels from river
Been out of this kind of contracting
since 1937 - Had a new man
Estimating not familiar with this
Type of work - New estimator

Elderly Mr Hoffman - was gone - bid
made less - when he came back he
said they would have to try to get out
Boys thought they had to go ahead

Won't show any arithmetical errors

No one in official familiar bridge work.
last bridge 1939
Our estimator had big ideas - which
we bought (B.H)

Consistently low - all items
Big mistake - shoring & cribbing
Didn't figure trestle work.
Do from barge

Hawley - when return - found Co made ~~to~~.
mistake -
The boys felt obligated to perform
He figured out of pocket loss $125,000

Notes.
Hoffman
Contract

Present:
Parson
Lundas
Rolido
Hawley Hoffman
Burn Hoffman

No false work item in ~~bids~~
Had 3000 for barge - dowels from river
Been out of this kind of contracting
~~P~~ since 1937 - ~~Had~~ a new man
Estimating not familiar with ~~this~~
Type of work - New estimator

Elderly Mr Hoffman was gone - bid
made ~~then~~ - when he came back he
said they would have to try to get out
Boys thought they had to go ahead

Won't show any arithmetical errors

No one in official familiar bridge work,
last bridge 1939
Our estimator had big ideas - which
we bought (B.H)

Consistently low - all items
Big mistake - shoring & cribbing
Didn't figure trestle work.
Do from barge

Hawley - when return - found Co made ~~to~~.
mistake -
The boys felt obligated to perform
He figured out of pocket loss $125,000
& talked them out of it

RECEIVED
MAY 27 1958
FOR FILING

I-3021(10)

161

Oregon State Highway Commission

Re: Snake River Bridge - Ontario

Gentlemen:

On March 27, 1958, we opened bids on the bridges over the Snake River near Ontario, Oregon, as a cooperative project on the Interstate Highway System with the State of Idaho. The Hoffman Construction Company of Portland was low bidder, their bid being $720,492. The bid was referred to me with authority to award to the low bidder as soon as concurrence with the State of Idaho was received. The award was made and the bidder notified by telegram that the award had been made on April 4, 1958.

We are now in receipt of a registered letter from the Hoffman Construction Company, a copy of which is attached, stating that it will not accept the award and requesting the return of its bid bond. It alleges a substantial and material mistake was made in the bid.

I am attaching hereto a tabulation of bids received from the nine bidders on the project. On the lower part of the attachment, I have shown our estimate used in the comparison of bids. Also shown is the average unit prices and amounts of each item on all of the bids received and opposite each item, the percentage which the Hoffman Construction Company's bid was below the average of these bids. You will note that, except for the relatively minor item of structural excavation, the Hoffman Construction Company's bid was lower on all items ranging from 64.5 per cent low on the shoring and cribbing to 9.8 per cent on the driving of steel piles. This tabulation does not show that there was a mistake in any one item, which might have been the case should something have been overlooked.

By its refusal to accept the contract, it has delayed our work by more than a month and I would recommend that its bid bond be declared in forfeit and that we proceed to collect on it.

The best we can now do is to readvertise again for opening of bids on the project at the meeting scheduled for May 8 and 9.

Very truly yours,

WCW

GSP:fn

Encl.

bc Mr. G. Bryce Bennett with attachments
Mr. C. G. Polk " "
Mr. C. H. Maison
Mr. G. S. Paxson

FORM R-123 5M 4-55

RECEIVED
Forrest Cooper's
FOR FILING
7-30-21-06
5161

COPY

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 14, 1958

Hoffman Construction Co.
715 S. W. Columbia Street
Portland, Oregon

Seaboard Surety Company
c/o Leonard E. Frank
Attorney-in-Fact
609-611 Henry Building
Portland, Oregon

Gentlemen:

Pursuant to instructions given me by the Oregon State Highway Commission at its regular meeting held on May 8, 1958, demand is herewith made upon you for compliance with the conditions of the proposal and bond furnished by you in connection with your bid of $720,492.00 for the construction of the "Ontario Bridges over the Snake River, being Bridge No. 8107, on the Ontario-Idaho Line Section of the Old Oregon Trail Highway."

The condition of said proposal and bond is that the Hoffman Construction Co., as principal, and the Seaboard Surety Company, as surety, are held bound unto the State of Oregon in the sum of 5% of the total amount of the proposal, being 5% of the sum of $720,492.00, if the said proposal submitted by the principal, Hoffman Construction Co., be accepted and the contract for said work be awarded to said principal, that the said principal will enter into and execute the said contract.

The proposal of Hoffman Construction Co. for said construction was accepted by the State Highway Commission and the contract was awarded by the Commission to said Company. Hoffman Construction Co. has failed and refused to execute the contract submitted to it for execution, hence this demand on behalf of the Oregon State Highway Commission upon you, and each of you, for 5% of the total amount of the proposal of $720,492.00, or the sum of $36,024.60, is hereby made.

I have been further instructed, in the event you do not comply with the conditions of the proposal and bond as aforesaid, and immediately remit to the Oregon State Highway Commission the sum of $36,024.60, to take whatever legal action is necessary for the collection of the same.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:br

4f

RECEIVED
MAY 23 1958
FOR FILING
[illegible]
[illegible]

Salem, Oregon
May 5, 1958

Snake River Bridges
at Ontario

Mr. Leonard I. Lindas

Bids were received for the construction of twin bridges over the Snake River on US30 east of Ontario on March 27, 1958. The low bidder was the Hoffman Construction Company of Portland with a bid of $720,492. Six other bids were received. The second low bidder was Fruin-Colnon Contracting Company of Burlingame, California, at $911,000. Other bids ranged to $1,537,006. The engineer's estimate was $1,047,390 and the average of all bids was $1,063,722.54.

The Highway Commission accepted the low bid and directed the engineer to make the award to the Hoffman Construction Company as soon as concurrence of the State of Idaho and the Bureau of Public Roads was received. The award was made April 4 and the bidder advised by telegram. Contracts were forwarded to him for signing.

Shortly thereafter, we received a letter from Hoffman Construction Company, dated April 4, 1958, advising that they had rechecked their bid and found a 'substantial and material mistake' and requesting that their bid be withdrawn and their bid bond returned. On April 11, 1958, Mr. L. H. Hoffman and Mr. W. B. Hoffman came to our office and conferred with Mr. Lindas, Mr. Rohde and Mr. Paxson. At that time they presented a letter, dated April 10, 1958, advising that they could not accept the award and returned the copies of the contract unsigned. In conversation they alleged that the principal error in their bid was the omission of the cost of falsework in the Shoring and Cribbing item. Another letter, dated April 17, 1958, confirmed this and gave the falsework cost as $100,000.

On April 30, 1958, Mr. W. B. Hoffman conferred again with Mr. Lindas, Mr. Rohde and Mr. Paxson and permitted us to make photo copies of the work sheets on which their bid was based.

The Hoffman bid is below the second low bidder and below the average of all bids on every item except the relatively minor item of Excavation. There is no evidence in the bid that any specific mistake was made on any one item. Below is a tabulation of the Hoffman bid, the engineer's estimate, the average of all bids, and the percentages that the Hoffman bid was below in each case.

Comparison of Hoffman Construction Company's Bid
With Engineer's Estimate, Average Bid
and Second Low Bid

No.	Item	Hoffman Bid	Engineer's Estimate	%	Average All Bids	%	Second Low Bid	%
1	Shoring, Cribbing, etc.	$ 83,925.00	$180,000.00	53.4	$235,893.11	64.5	$130,000.00	35.2
2	Struc. Excav.	32,608.00	40,760.00	20.0	28,532.00	14.2*	28,532.00	14.2*
3	Struc. Excav. Below Elev. Shown	1,000.00	2,000.00	50.0	1,967.00	49.2	2,000.00	50.0
4	Furnish Steel Piling	8,576.00	10,720.00	20.0	14,000.32	38.8	10,720.00	20.0
5	Drive Steel Piles	4,720.00	4,800.00	1.6	5,235.20	9.8	5,600.00	15.7
6	Class "A" Concrete	187,278.00	267,540.00	29.1	256,074.00	26.9	267,540.00	29.1
7	Metal Reinf.	69,240.00	80,780.00	14.3	83,086.00	16.7	92,320.00	25.0
8	Struc. Steel	319,000.00	432,900.00	26.4	419,894.11	24.1	356,847.00	11.9
9	Metal Parapet Rail	13,545.00	27,090.00	98.7	17,957.80	24.6	16,641.00	18.6
10	8" Metal Drain Pipe	600.00	800.00	25.0	1,132.00	47.0	800.00	25.0
	Total	$720,492.00	1,047,390.00	31.3	1,063,772.54	32.2	911,000.00	21.0

*Hoffman bid higher

Their specific claim of error is the omission of falsework from the Shoring and Cribbing item. Their work sheets show that no falsework was included. In lieu of falsework they have an item of barge rental. In our conference, Mr. W. D. Hoffman said that when they figured the job they intended to do the pier work from barges, in which case falsework would not be needed. After the other bids were known and the large difference was apparent, they decided that the use of barges was not advisable and that falsework would be needed. It was apparently not an error of omission but of judgment in the original planning of the job.

This is certainly not the only error in judgment as the Hoffman bid is materially lower on all items except the relatively minor item of Structural Excavation. Their bid is 31.3 percent below the engineer's estimate, 32.2 percent below the average of all bids, and 21.0 percent below the second low bidder.

We can not dispute the fact that errors in judgment were made but these are general throughout the bid and are not confined to any one occurrence. The Hoffman Construction Company is an old and experienced firm, although their work has been mainly in building construction for the past 20 years. It would seem that their bid is due to carelessness rather than specified error.

G. S. Paxson

GSP:gm

cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Ivan D. Merchant

A

RECEIVED
MAY 14 1958
FOR FILING

agenda 5/9/58

[illegible]

5/21

AGENDA
MAY 9 1958
D

April 30, 1958

Hoffman Construction Company
715 Southwest Columbia Street
Portland, Oregon

Attention: W. B. Hoffman, President

Dear Mr. Hoffman:

I have been informed by Mr. G. [illegible]. Paxson, Assistant State Highway Engineer, that you desire an appointment with the State Highway Commission at its next regular meeting, to discuss matters pertaining to the Ontario bridge contract for which you submitted the low bid at the meeting of the Commission held on March 27, 1958.

The next regular meeting of the Commission is scheduled to be held on Thursday and Friday of next week; May 8 and 9, 1958. Delegations will be heard on the second day, Friday the ninth, on which day I have reserved for your convenience fifteen minutes of time starting at 3:15 p.m. This meeting of the Commission will be held as usual in the Queens Room in the basement of the Imperial Hotel, Portland.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Commissioners
W. C. Williams

3:15 PM
May 9, 1958

Appointment cancelled
HBG

Ⓓ

A

RECEIVED
MAY 2 1958
FOR FILING

I - [illegible] (10)

511

April 22, 1958

Hoffman Construction Co.
General Contractors
715 S. W. Columbia Street
Portland 1, Oregon

Attention: Mr. W. B. Hoffman

Gentlemen:

This note is simply to acknowledge receipt of your letter of April 17, 1958 relative to the withdrawal of your bid for construction of the Snake River Bridge Project due to the omission from your estimate of the cost of false work, totalling approximately $100,000. You also request the return of the proposal bond that you submitted with your bid for this project.

I shall bring your letter to the attention of the members of the State Highway Commission and the State Highway Engineer at the earliest opportunity. You will be advised immediately when action has been taken.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
W. C. Williams

HOFFMAN CONSTRUCTION CO.
GENERAL CONTRACTORS
715 S. W. COLUMBIA STREET
PORTLAND 1, OREGON

April 17, 1958

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

During the conference with Mr. G. H. Paxson and Mr. Leonard I. Lindas, in Salem on April 11, 1958, relative to the withdrawal of our bid on the Snake River Bridge project and with reference to our previous letter of April 4, 1958, you requested further details pertinent to the mistake in the subject bid.

As soon as we learned we were $190,500, or 21%, under the next bidder, and $600,000 under your Engineer's estimate, we immediately made a detailed review of our figures and found that we had omitted from our cost estimate the cost of the false work required for construction of this project. Our estimate sheets, available to you upon request, will so indicate this total omission .

We then estimated the cost of the false work and determined that this omitted cost totalled approximately $100,000. If this cost had not been inadvertently omitted our bid would have been at least $100,000 more than as submitted.

We sincerely believe that this substantial mistake in our bid is of a nature that permits recognition by the Commission and serves to invalidate our bid. By reason of such a substantial mistake that is obvious to all concerned, and there being no detriment to the State, it is only fair and equitable that our proposal bond be returned to us as is permitted in such instances.

We shall appreciate being advised of your disposition in this matter so that we may proceed accordingly.

Very truly yours,

HOFFMAN CONSTRUCTION CO.

By: W. B. Hoffman
W. B. Hoffman

WBH:cb

RECEIVED
APR 18 1958
OREGON
STATE HIGHWAY COMMISSION

(Photo copies sent on 4-18-58 to Williams, Cooper, Paxson and Lindas)

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
APR 14 1958
FOR FILING

I-302-1(2)

5161

April 11, 1958

Oregon State Highway Commission

Gentlemen:

On March 27 bids were opened for the construction of the Snake River bridges near Ontario. The low bid was that of the Hoffman Construction Company in the amount of $720,492. The next low bid was $911,000.

The Hoffman Construction Company has refused to sign the contract and has so notified us. I am attaching prints from its letters concerning this matter.

We will readvertise the project for the May 8 and 9 meeting of the Commission. At the same meeting we will discuss with you the matter of bond forfeiture.

Very truly yours,

W. C. Williams
State Highway Engineer

Encls.
cc Mr. G. S. Paxson

GSP:gm hi

RECEIVED
FORM E-123
[illegible] 1958

FOR FILING

COMMISSIONERS
Kenneth N. Fridley, Member
Wasco
M. K. McIVER, Chairman
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

I-3021 [illegible] 5/8/58

5161

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

AGENDA
MAY 8 1958
4 f
4 b

April 11, 1958

Oregon State Highway Commission

Gentlemen:

On March 27 bids were opened for the construction of the Snake River bridges near Ontario. The low bid was that of the Hoffman Construction Company in the amount of $720,492. The next low bid was $911,000.

The Hoffman Construction Company has refused to sign the contract and has so notified us. I am attaching prints from its letters concerning this matter.

We will readvertise the project for the May 8 and 9 meeting of the Commission. At the same meeting we will discuss with you the matter of bond forfeiture.

Very truly yours,

W. C. Williams
State Highway Engineer

Encls.

Bids recd– March 27, 58 – referred to Engr. to award.
Contract awarded– April 4 – forms sent to contractor 4/8

NOTED
H. B. GLAISYER

attached hereto are
1. – proposal and bond
2. – 1 copy of contract as prepared.
3. – letter from contractor returning [illegible] papers.
4. – letter from contractor requesting [illegible] out of their bid.
5. letter from contractor explaining error they made in estimate.
[illegible]
[illegible]

54C

RECEIVED
MAY [illegible]
FOR FILING
I-3021 (10)
5161

HOFFMAN CONSTRUCTION CO.
GENERAL CONTRACTORS
715 S. W. COLUMBIA STREET
PORTLAND 1, OREGON

April 10, 1958

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

The three copies of Contract No. 5161, for Ontario Bridges Over Snake River on the Ontario-Idaho Line Section of the Old Oregon Trail Highway in Malheur County, are enclosed.

The contract has not been executed by us and is returned to you in accordance with our notice to the Commission, dated April 4, 1958, that we could not accept award of the contract.

Yours very truly,

HOFFMAN CONSTRUCTION CO.,

By: J. Clark Bullock
J. Clark Bullock

~~2 extra copies on my desk~~

JCB/bw
Encl.-3

FORM E-120

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR 8 1958
FOR FILING

Apr. 8, 1958

CERTIFIED MAIL

Hoffman Construction Company
715 S. W. Columbia St.
Portland, Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

> **Contract No. 5161, awarded Apr. 4, 1958, for Ontario Bridges Over Snake River on the Ontario-Idaho Line Section of the Old Oregon Trail Highway in Malheur County.**

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR 19 1958
FOR FILING

[illegible]

511

April 8, 1958

Office of the Solicitor
U. S. Dept. of Labor
307 Appraisers Bldg.
630 Sansome St.
San Francisco 11, Calif.

Attention: Mr. Kenneth C. Robertson,
Regional Attorney

Gentlemen:

Confirming our telegram of today regarding Labor Decision No. S-11551, Oregon FA Project I-3021(10), Snake River Bridges, US 30, Malheur County, we advise that the low bidder on this project, advertised March 11 and bids received March 27, has refused to sign the contract and that the project is to be readvertised about April 23 with bids to be received May 8, 1958. Decision No. S-11551 expires April 26, 1958.

A 30-day extension of S-11,551 should be ample to cover time needed for award of the readvertised project.

In case a new decision is necessary, we enclose herewith a new request for determination of wage rates for the project.

We will appreciate your handling this matter in whatever way will be most expeditious, as the project is an important link between Oregon and Idaho on the Interstate Highway system.

Very truly yours,

W. C. Williams
State Highway Engineer

NOTED

By Forrest E. Cooper

Forrest Cooper
Deputy State Highway Engineer

cc: C. G. Polk, BPR
Division Engineer

VGO'N:ia

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
APRIL 8, 1958

KENNETH C. ROBERTSON
OFFICE OF THE SOLICITOR
U. S. DEPT. OF LABOR
630 SANSOME ST.
SAN FRANCISCO 11, CALIF.

RE. LABOR DECISION S-11551 OREGON PROJECT I-3021(10), SNAKE RIVER BRIDGES EXPIRING 4-26-58. BIDS RECEIVED 3-27-58 BUT LOW BIDDER HAS REFUSED TO ACCEPT AWARD OF CONTRACT AND PROJECT IS TO BE READVERTISED FOR MAY 8 LETTING. NEED EITHER EXTENSION S-11551 FOR 30 DAYS OR NEW DECISION. URGENT TO ADVERTISE BY 4-23-58 AND GET CONTRACT UNDERWAY. LETTER AND NEW REQUEST FOLLOW. WILL APPRECIATE YOUR HANDLING ON QUICKEST BASIS. PLEASE ADVISE OF YOUR ACTION.

OREGON STATE HIGHWAY DEPARTMENT
S. M. PROBERT, OFFICE ENGINEER

cc: C. G. Polk, BPR
Div. Engr.

Kenneth [illegible] Fridley, Member
Wasco

[illegible] Chairman

RECEIVED
MAY 2 1958
FOR FILING

agenda 5/8/58

April 7, 1958

Hoffman Construction Co.
General Contractors
715 S. W. Columbia Street
Portland 1, Oregon

Attention: Mr. W. B. Hoffman

Gentlemen:

This is to acknowledge receipt of your letter of April 4, 1958 advising that because of a substantial and material mistake that you made in calculating your estimate for the construction of the bridges over the Snake River near the Ontario, Oregon-Idaho state line you wish to withdraw the bid that you submitted for this project.

Your letter will be brought to the attention of the members of the State Highway Commission and the State Highway Engineer for their information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
W. C. Williams
G. S. Paxson
Ivan Merchant

HOFFMAN CONSTRUCTION CO.
GENERAL CONTRACTORS
715 S. W. COLUMBIA STREET
PORTLAND 1. OREGON

April 4, 1958

REGISTERED MAIL

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

This letter is written concerning our bid of March 27, 1958 relative to the construction of the bridges over the Snake River near the Ontario-Idaho line.

Since the opening of the bids and our noting the vast difference between our proposal and the next highest bid, we have been checking our bid as to its accuracy and completeness, and find that a substantial and material mistake was made therein. This being the case, it is requested that our bid be immediately withdrawn and the bid bond returned.

We will be happy to discuss this matter further if you feel the error can be alleviated to the satisfaction of all parties concerned.

May we hear from you concerning this matter?

Yours very truly,

HOFFMAN CONSTRUCTION CO.

By: W. B. Hoffman
W. B. Hoffman

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

WBH:cb

cc: State of Idaho, Department of Highways
Boise, Idaho

cc: United States Department of Commerce
Bureau of Public Roads
Morgan Building, Portland, Oregon

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
APR 22 1958
FOR FILING

[illegible]

5161

April 4, 1958

Hoffman Construction Company
715 Southwest Columbia Street
Portland 1, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958 accepted your proposal for the Ontario Bridges over the Snake River on the Old Oregon Trail Highway in Malheur County for the sum of $720,492 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5161.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HDG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
[✓ TELEGRAM]
DAY LETTER
NIGHT LETTER

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S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE
LETTER TELEGRAM
SHORE-SHIP

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 4, 1958

**Hoffman Constr. Co.
715 S. W. Columbia St.
Portland 1, Oregon**

Gentlemen:

Contract for Ontario Bridges over Snake River, Malheur County for which you submitted low bid on March 27, 1958 awarded you today. Contract forms follow shortly.

**H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.**

HBG:llc
**cc: Accounting (5003-900)
Files
C. W. Head**

RECEIVED
APR 7 1958
FOR FILING

April 4, 1958

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

Dear Sir:

RE: Ontario Bridge over Snake River
F.A.P. I-302(10)

On March 27, the Highway Commission accepted the low bid of Hoffman Construction Company of Portland, Oregon in the amount of $720,492 for the above job and instructed the Engineer to award the contract to said bidder as soon as certain conditions have been satisfied. These conditions have been satisfied and I propose to make the award of the contract as of this date. May I have your concurrence on this award.

All rights of way for the project have been acquired.

The state of Idaho concurs the award.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

CAG/ks

NOTED
FORREST COOPER

RECEIVED
APR 4 1958
FOR FILING

I-3021(10)

5161

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA164 (10).

PR BOA273 PD=FAX BOISE IDA 3 404PMM=

1958 APR 3 PM 5 13

STATE HIGHWAY COMMISSION=
STATE OF OREGON SALEM ORG:

=STATE OF IDAHO CONCURS IN AWARD OF CONTRACT TO LOW BIDDER ON INTERSTATE PROJECT I=3021(10)=

G BRYCE BENNETT STATE HIGHWAY ENGINEER IDAHO
DEPT OF HIGHWAYS=:

REFERRED TO
Mr. Williams
BY SECRETARY

W. C. WILLIAMS

=I=3021(10)=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAR 10 1958
FOR FILING
OREGON DISTRICT

08:35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

March 6, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P.S. & E. documents for Oregon Project I-3021(10), Structures, Ontario Bridges over the Snake River on the Old Oregon Trail Highway. This approval is given subject to your making any corrections or revisions which may be found necessary following a complete review of the design details. This is to authorize your advertising for bids.

Concurrance in award of contract will be withheld pending notification that all right-of-way or rights-of-entry have been obtained.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

RECEIVED
MAR 11 1958
FOR FILING

I-8221(10)

5161

Cross Referenced To:
Adm
Foreign
Idaho

Cross Referenced To:
Const.
Bridges
Interstate

Salem, Oregon
March 10, 1958

Snake River Bridge
at Ontario

Mr. Ivan D. Merchant

Herewith the original of a letter from the Idaho Department of Highways advising that all right of way has been secured for the Snake River Bridge at Ontario. You may need this in processing the contract through the B.P.R.

G. S. Paxson

GSP:gm
Attach.

cc Mr. W. C. Williams

I-3021(9)
Parcels No. 1 & 2

March 5, 1958

State Highway Engineer
State Highway Commission
Salem, Oregon

Attention: Mr. Forest Cooper

Dear Coop:

This is to confirm my phone call with you, wherin I advised you that the State of Idaho had secured the necessary right of way and access road for the construction of the bridge over the Snake River on the above project.

As a means of access to the river, it will be necessary to use the county road running in an Easterly and a Westerly direction across the center of Section 27, Township 8 North, Range 5 West, Payette County; then proceed in a Southerly and Westerly direction over a farm road that crosses lands owned by L. G. Cole and Roy Knowlton to the right of way purchased from Knowlton. This right of way purchased from Knowlton then runs Westerly to the river. It is my understanding that, located near the Northerly end of this haul or farm road, an irrigation line crosses said road. It is requested that the contractor be instructed when hauling heavy equipment over this road, that the irrigation line be protected, for if the line is broken it will be the responsibility of the State to replace it.

As part of our construction project, it will be necessary for the State of Idaho to rearrange certain irrigation ditches and irrigation lines that are now located on the Knowlton property. We will not be able to do this until our contract is awarded, which will be in the early summer. There is a saying here in Idaho that you can steal a farmer's wife and not find yourself in too much trouble, but if you disturb his irrigation water, take to cover but fast. Therefore, it is requested that after entering the

COPY

right of way on Knowlton's property, that the irrigation lines not be disturbed. It is not quite as bad as it sounds. Our men have been over on the ground and there is ample room for the roadway without disturbing the irrigation facilities.

I am enclosing one sheet of our construction plans that will show the right of way acquired. Also, an aerial that shows the county road and the farm access road. Also, copies of our deeds and Right of Way contracts.

If you have any questions on this, please advise, or, if the contractor would like to have a conducted tour the first time over we would be very happy to furnish a guide.

My regards to all, and looking forward to seeing you in Salt Lake.

Yours very truly,

G. BRYCE BENNETT
State Highway Engineer

By: R. L. BYRUM
Chief Right of Way Agent

RLB:er
Enclosures

RECEIVED
MAR 6 1958
OREGON
STATE HIGHWAY COMMISSION

COPY

RECEIVED
MAR 6 - 1958
FOR FILING

Const
R/W
Old Oregon Trail

Salem, Oregon
March 6, 1958

Interstate bridge over
Snake River near Ontario

Mr. A. F. Parson

Herewith a copy of the agreement between the States of Oregon and Washington covering the construction of the Snake River Bridge near Ontario. This is for your files.

G. S. Paxson

Encl.

RECEIVED
JAN 8 - 1958
FOR FILING

F 3021 (1)

5161

Cross Referenced To:
Adm
Foreign
Idaho

Cross Referenced To:
Const
Bridges
Interstate

January 8, 1958

61

Mr. G. Bryce Bennett
State Highway Engineer
Department of Highways
Boise, Idaho

Dear Mr. Bennett:

It is the intent of the Oregon State Highway Department to contract the construction of the Snake River bridges on FAI-82 at the February meeting of the Highway Commission. It will be necessary that we assure our contractor that the right of way on the Idaho end is clear from the bridgehead to the nearest public way in order that he may have access to the Idaho end of the bridge.

Would you kindly give us the necessary data in order that we may assure both our contractor and the Bureau that access is possible.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

TE:ar fn

RECEIVED
JUL 5 1957
FOR FILING

I-3021(10)

5/61

Cross Referenced To:
Adm
Foreign
Idaho

Cross Referenced To:
Const
Bridges
Interstate

July 3, 1957

61

Mr. G. Bryce Bennett
State Highway Engineer
Department of Highways
Post Office Box 879
Boise, Idaho

Dear Mr. Bennett:

Thank you for your letter of June 25 re the problem of turnarounds for maintenance on the Interstate Bridge over the Snake River southeasterly from Ontario.

Since receipt of your letter, I have given this problem considerable thought and discussed it with our people. It is my present thinking that no additional turnaround facilities should be constructed on either side of the river, but rather, maintenance forces and others should utilize the nearest planned interchange.

This being on the interstate system, I do not favor anything less than the standard facility with full-length speed change lanes and grade separations for crossing. This, of course, would be quite costly and I do not believe it is justified, at least not at this time.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Tom Edwards

FC:fn hi

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER
WAYNE SUMMERS - SECRETARY

G. BRYCE BENNETT
STATE HIGHWAY ENGINEER
ALLAN G. SHEPARD
LEGAL COUNSEL

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

June 25, 1957

Mr. W. C. Williams
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Dear Mr. Williams:

Reference is made to your letter of May 22, 1957 regarding the provision for maintenance turn-arounds at either end of the Interstate Bridge across the Snake River in the vicinity of Ontario, Oregon.

Please accept my apologies for not answering sooner. I have been away from the office considerably during the intervening time, and the problem referred to is not one which we have been able to establish a set policy.

It has been recognized that some provision will have to be provided periodically for cross over of emergency and maintenance vehicles, particularly when long distances exist between interchanges. As to what these cross overs will consist of is a moot question. Some provision will have to be made to restrict the use of these turn-arounds to emergency vehicles only. Possibly a single padlocked cable could be hung in the middle of the median. However, many obvious questions arise which makes this solution extremely debatable.

Because of our indecision, would the Oregon Department be willing to consider the eventuality of being compelled to utilize the interchange approximately three miles east of the interstate bridge for turn-around purposes. It being considered that because of the proximity of the City of Ontario and the nature of the area that a good deal of violation will be made across the median if the opportunity is presented. An aerial strip map of the alignment is attached for your reference.

Undoubtedly, Oregon has had more experience regarding this problem and possibly has adopted a policy establishing turn-around standards. In which case, it would be appreciated if your experience and standards could be set forth for our perusal and ultimate benefit.

NOTED
[illegible]

In addition, the question has been raised concerning what provision Oregon intends to install for weighing and port of entry facilities. If there is any design whereby these facilities could be simplified to the benefit of the two States, Idaho would be very willing to cooperate.

Yours very truly,

G. Bryce Bennett

G. BRYCE BENNETT
State Highway Engineer

Attachment

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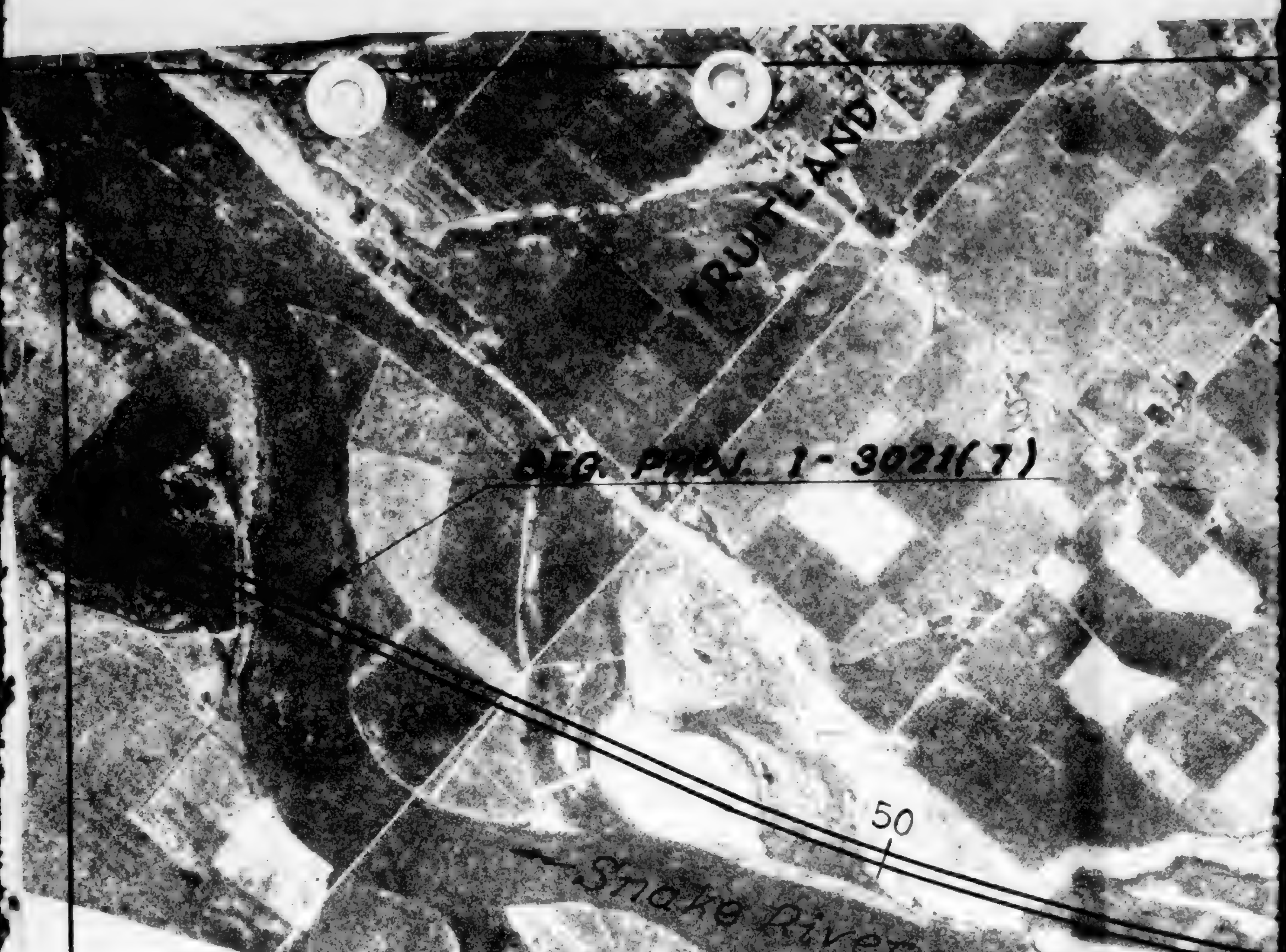
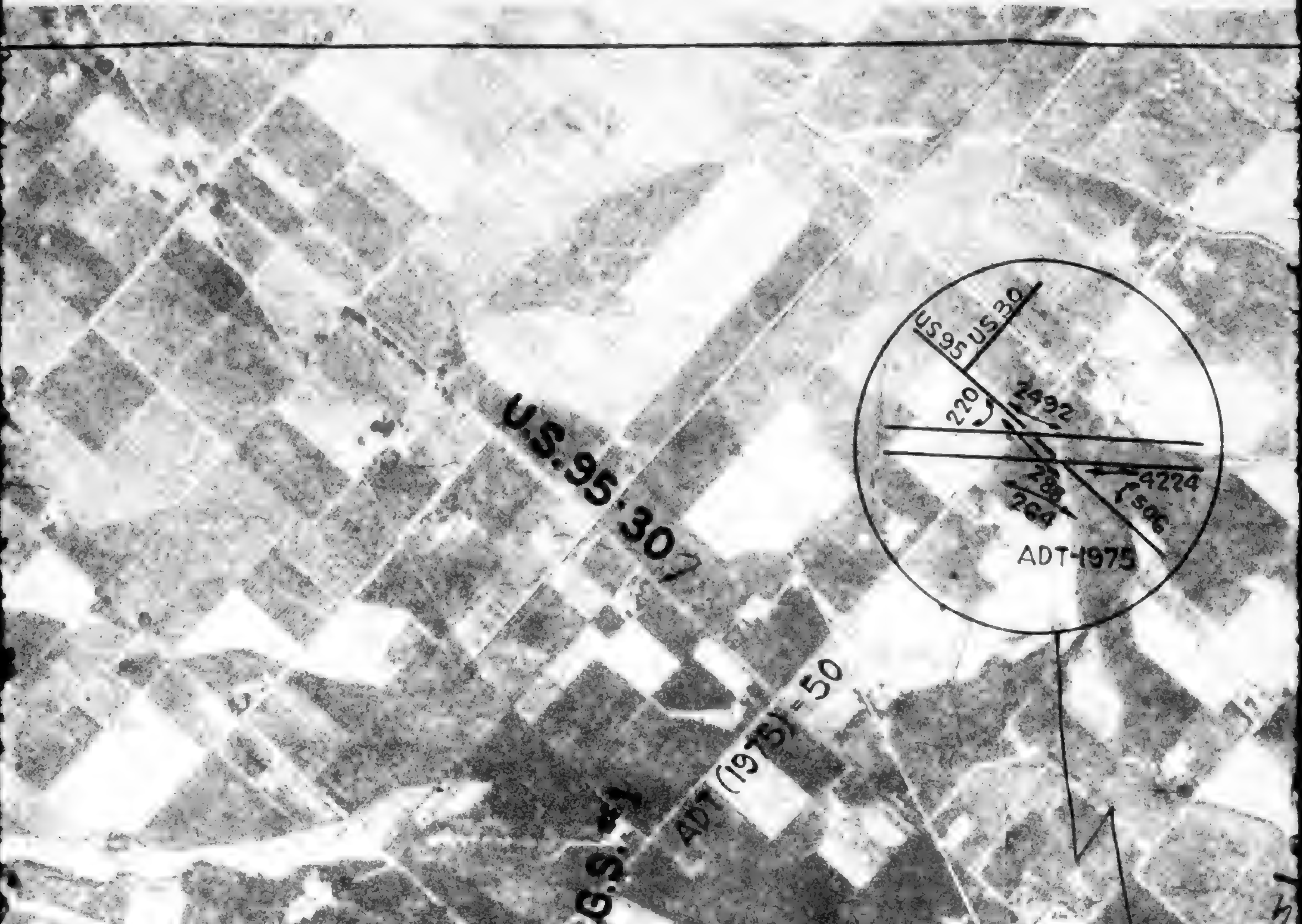
OREGON
STATE HIGHWAY COMMISSION


FRUITLAND
BEG. PROJ. I-3021(7)
50
Snake River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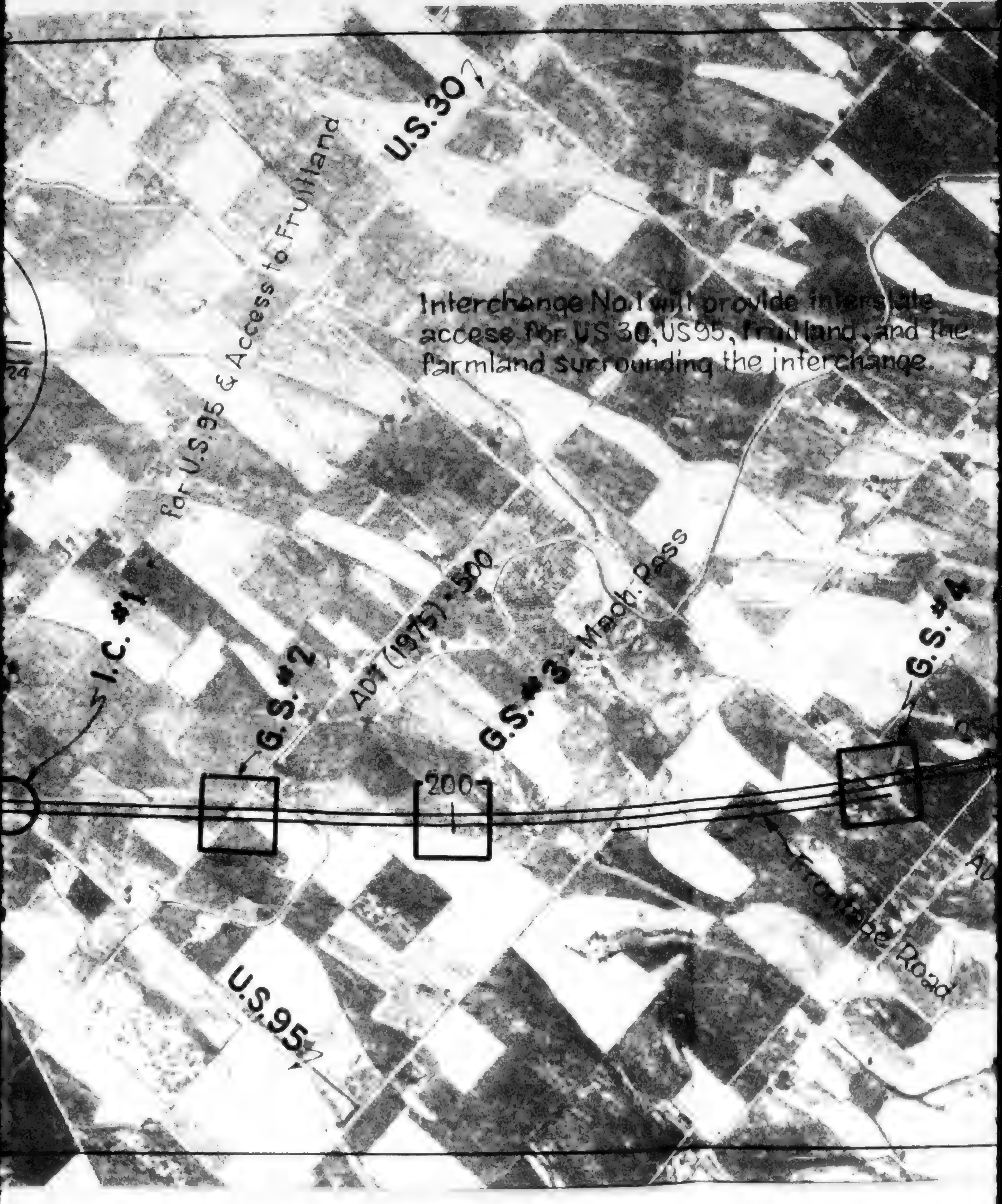
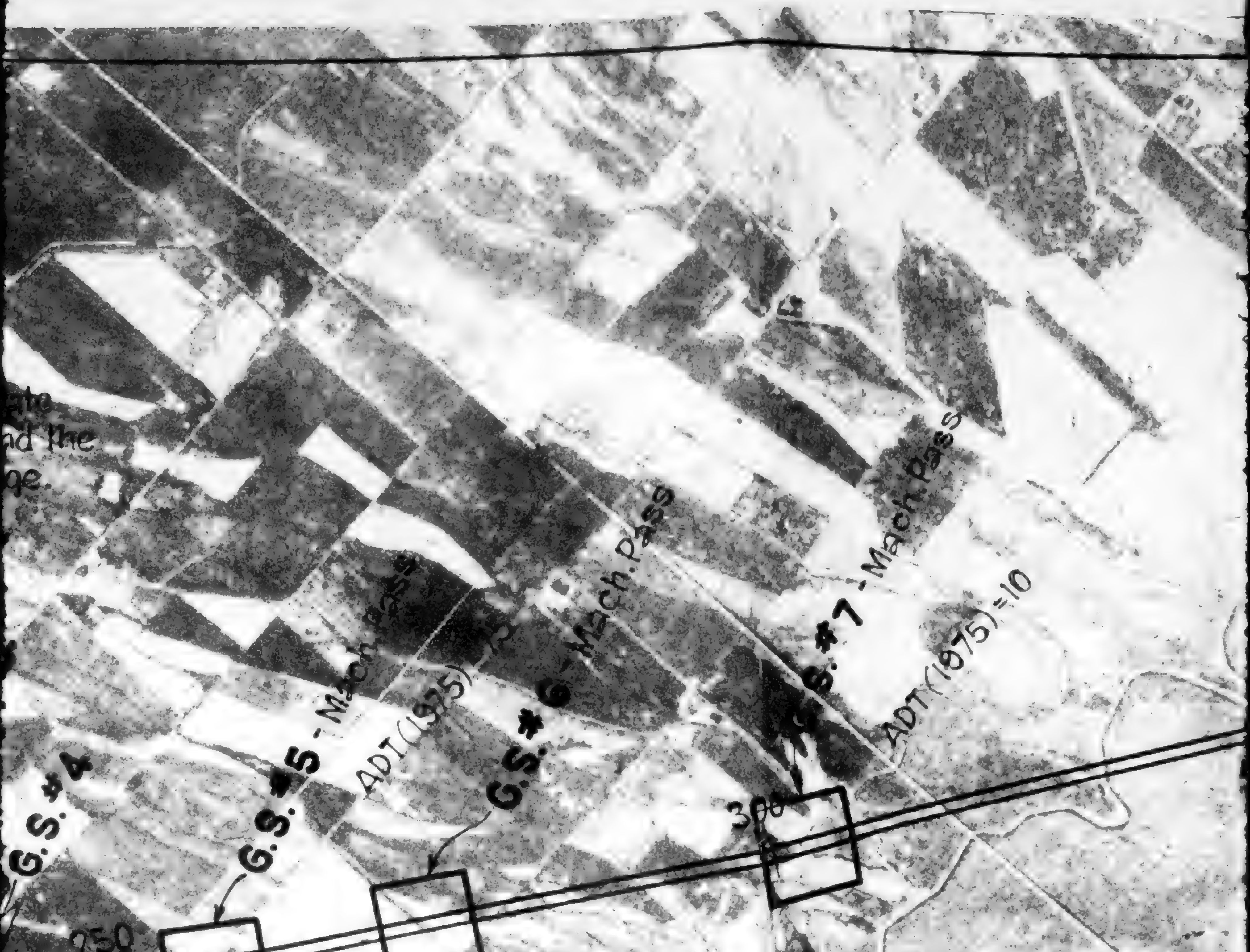


Interchange No.1 will provide interstate access for US 30, US 95, Fruitland, and the farmland surrounding the interchange.



NOTE

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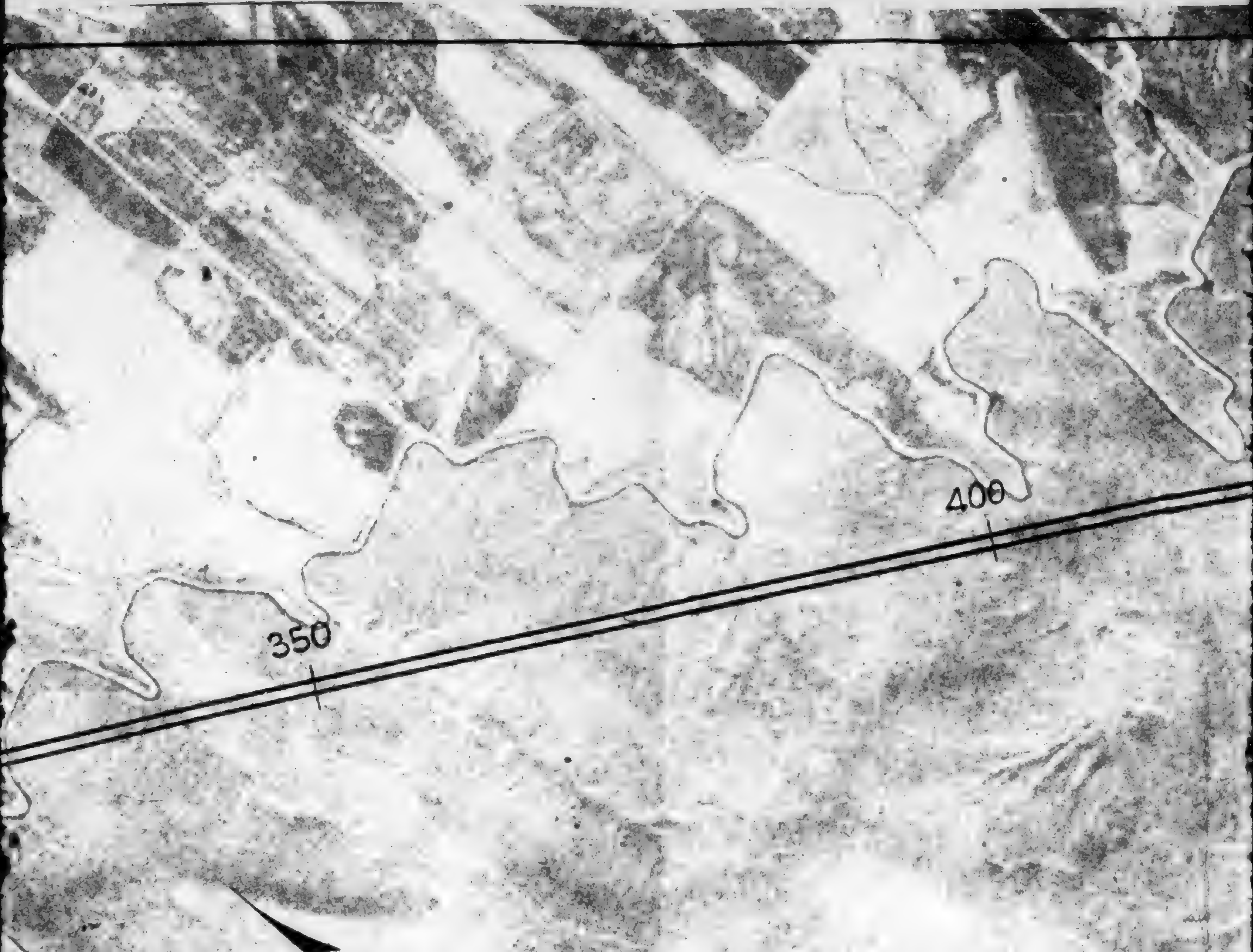

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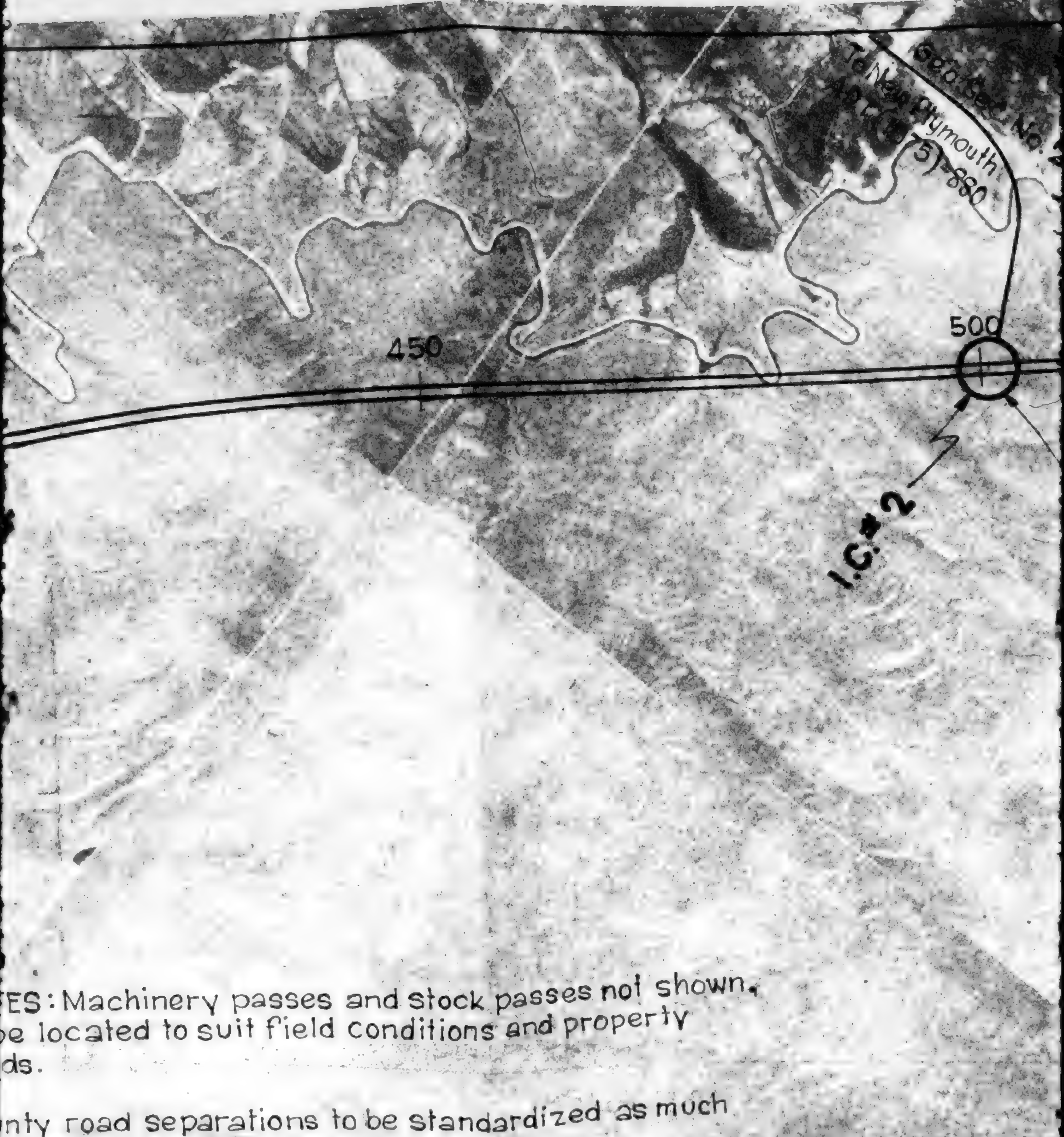

ES : Machinery passes and stock passes not shown.
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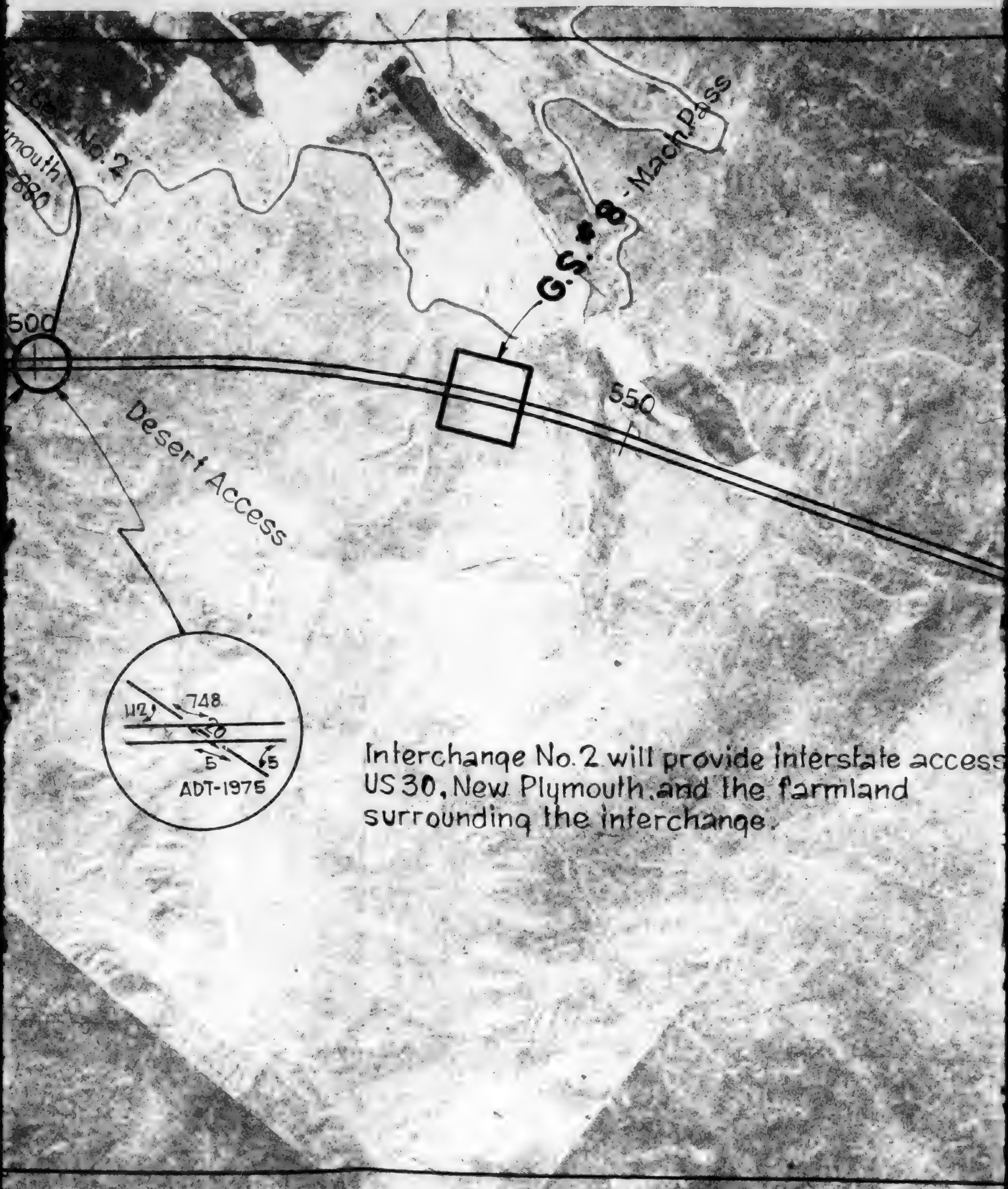
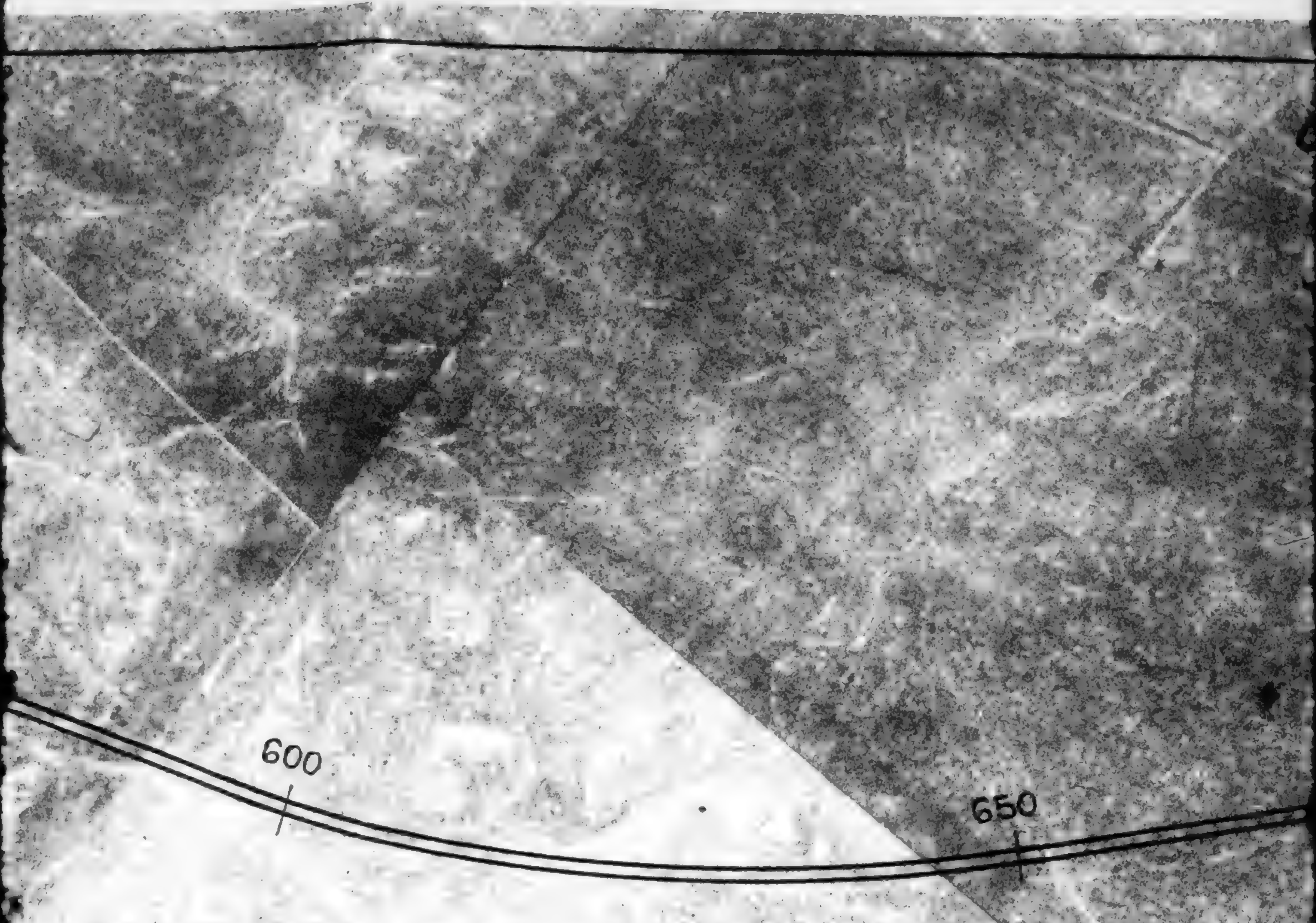


Interchange No. 2 will provide interstate access
US 30, New Plymouth, and the farmland
surrounding the interchange.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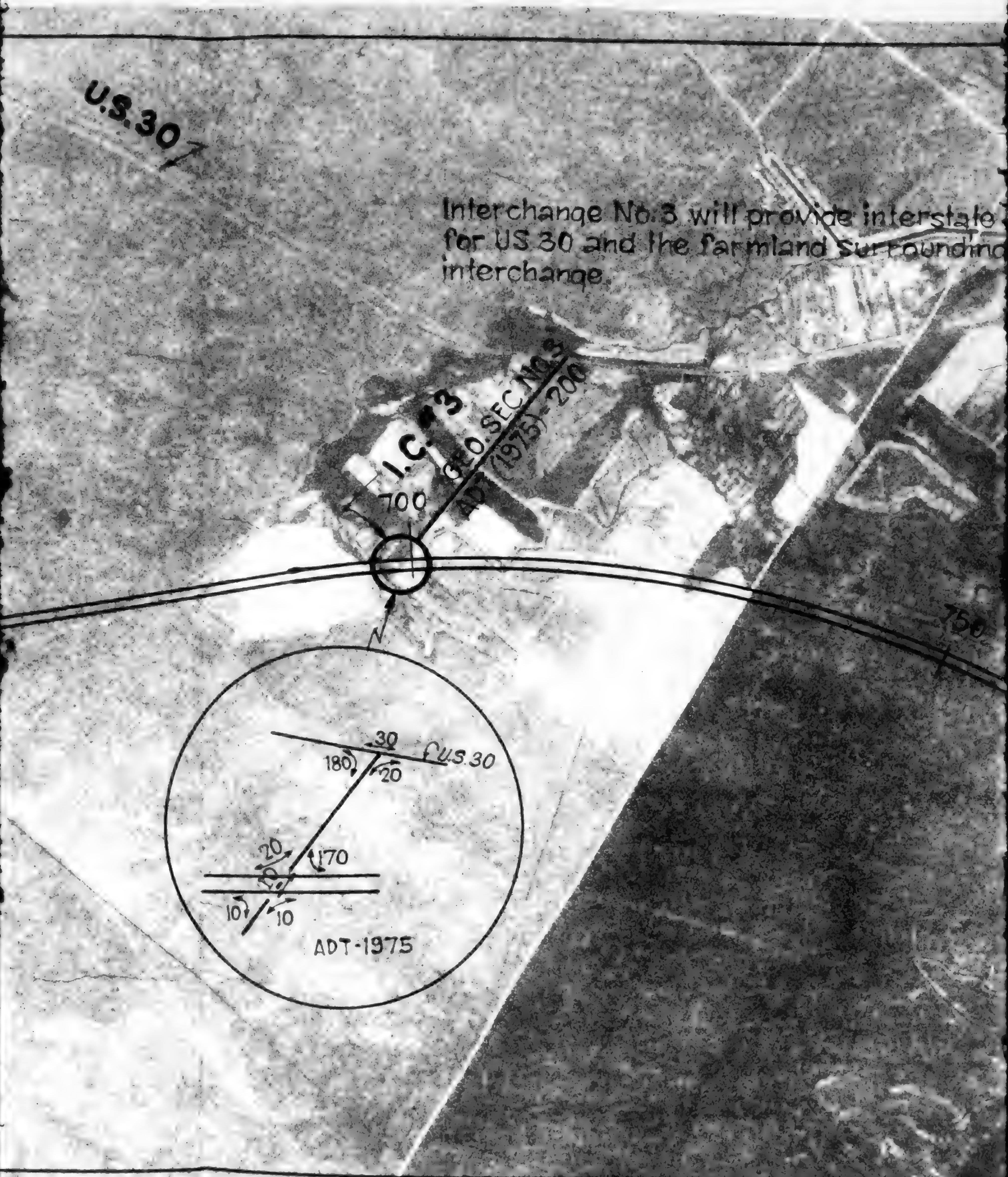
Interchange No.3 will provide interstate for US 30 and the farmland surroundin interchange.

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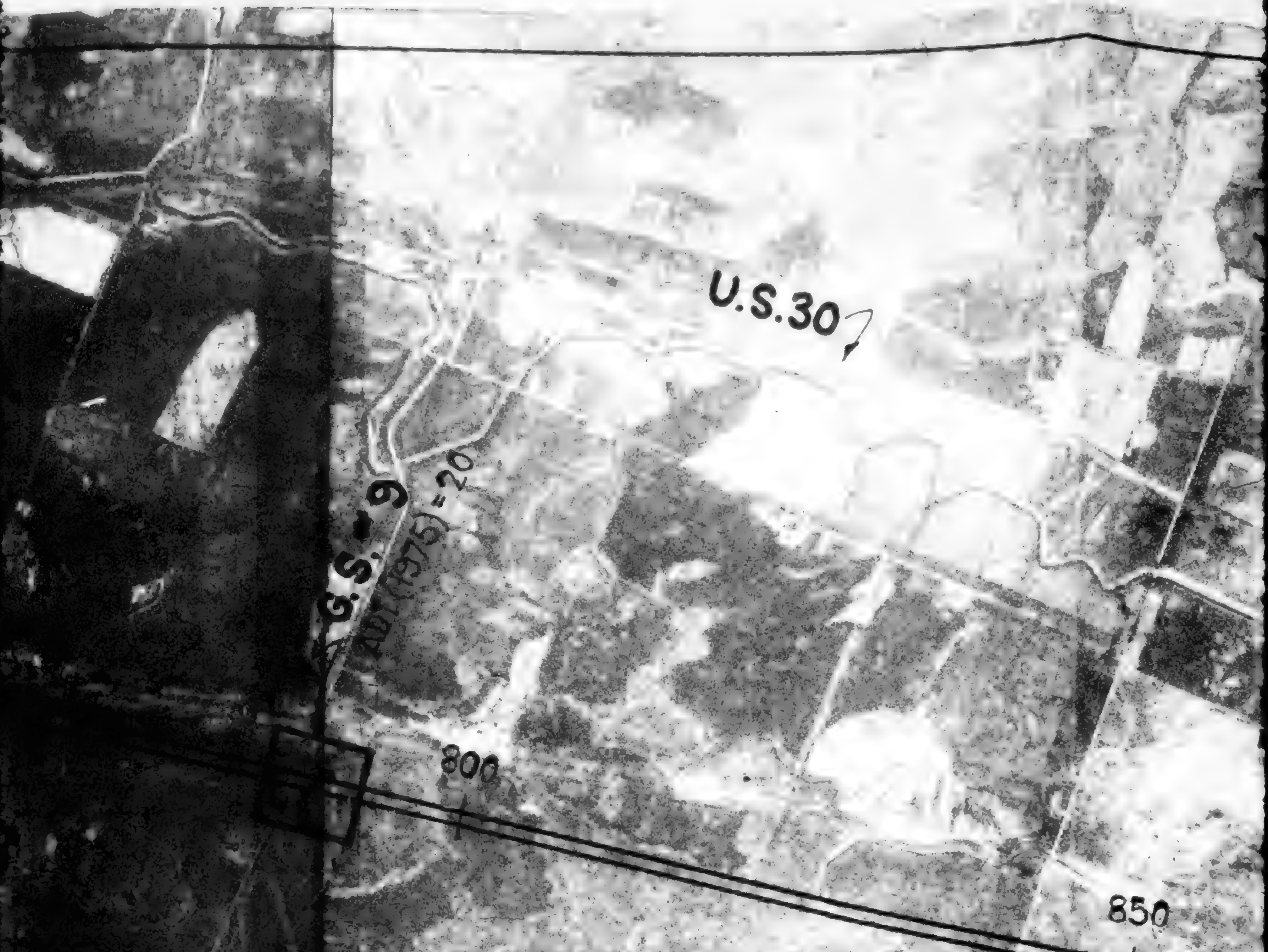
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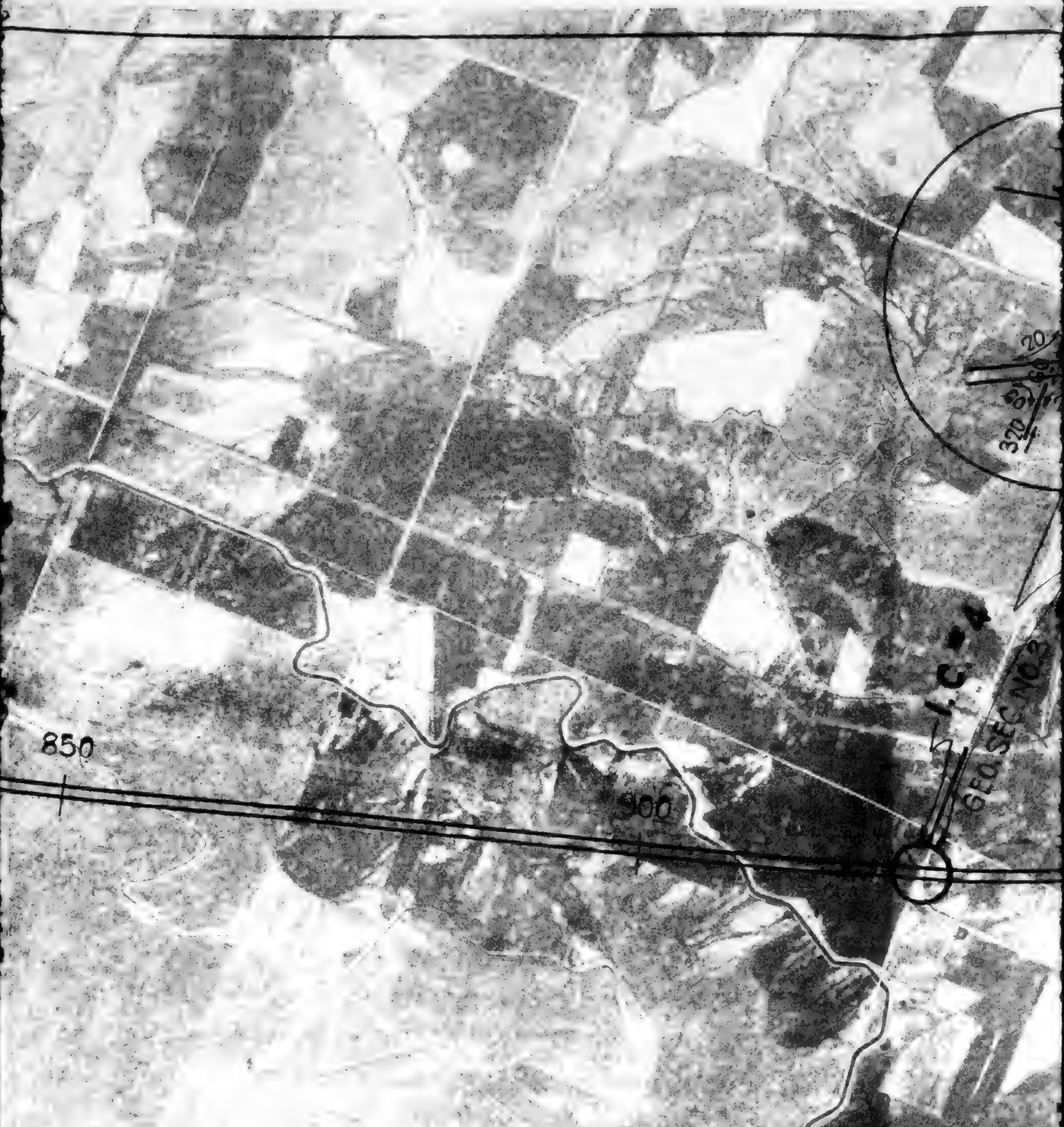
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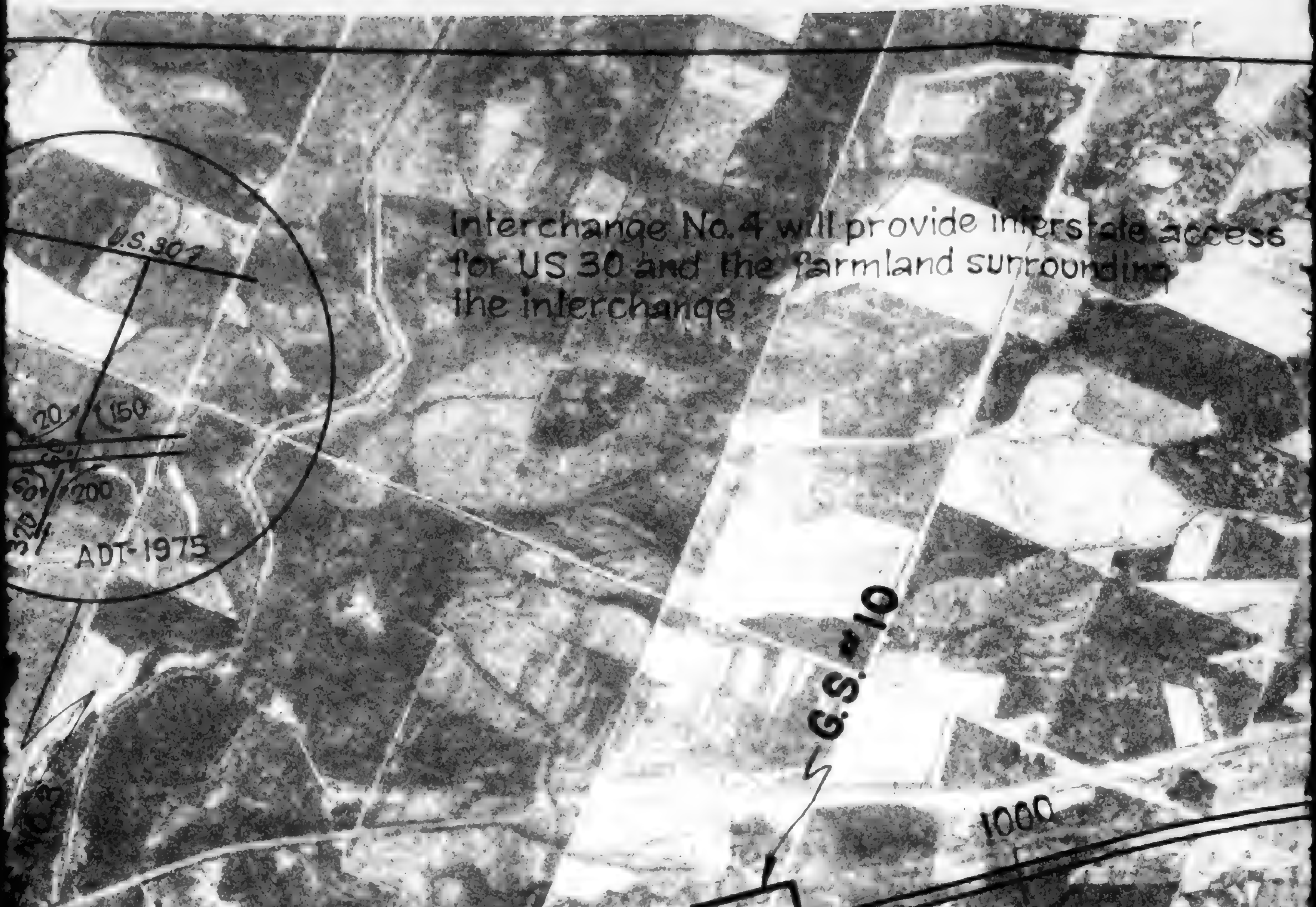
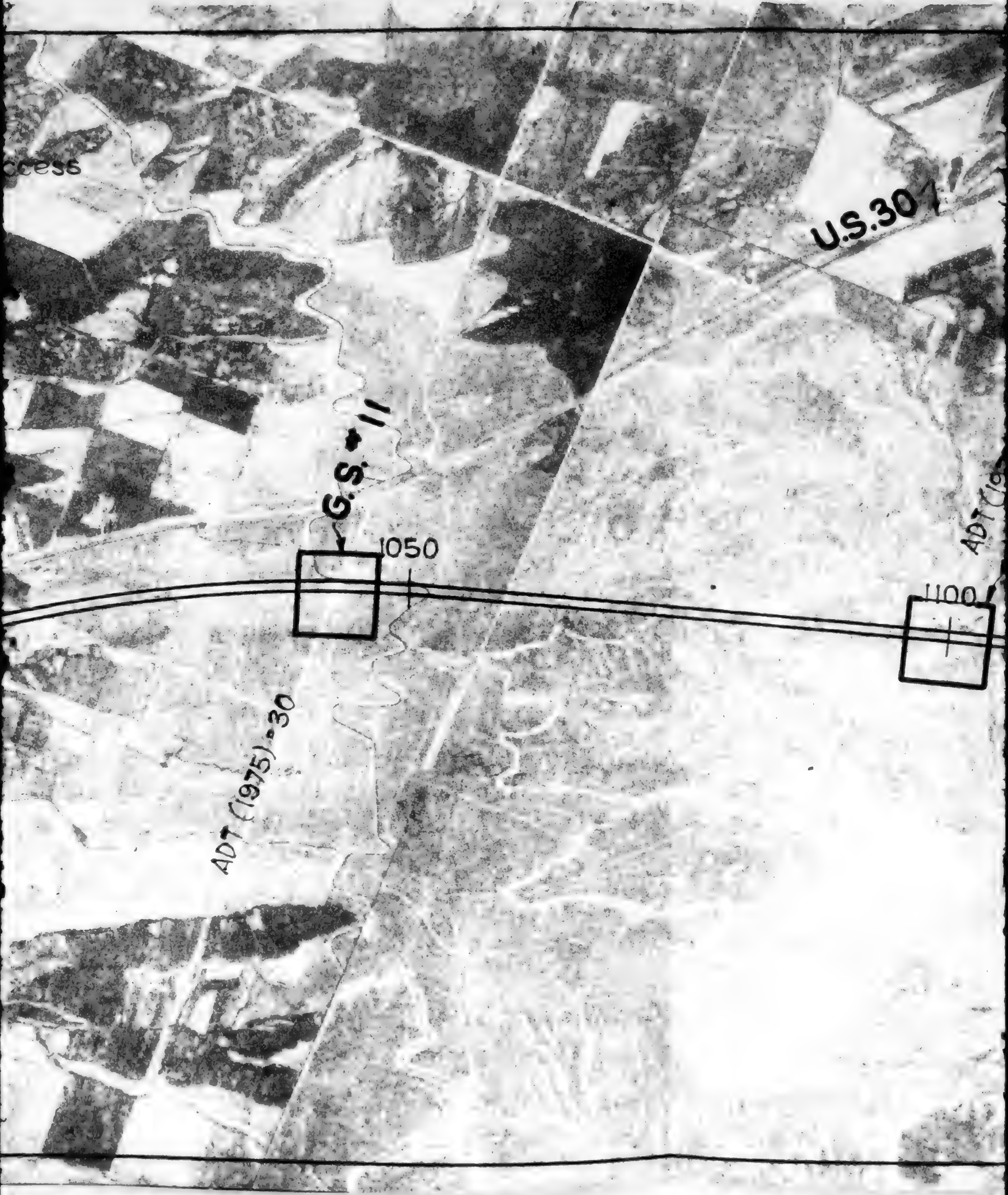


Interchange No.4 will provide interstate access for US 30 and the farmland surrounding the interchange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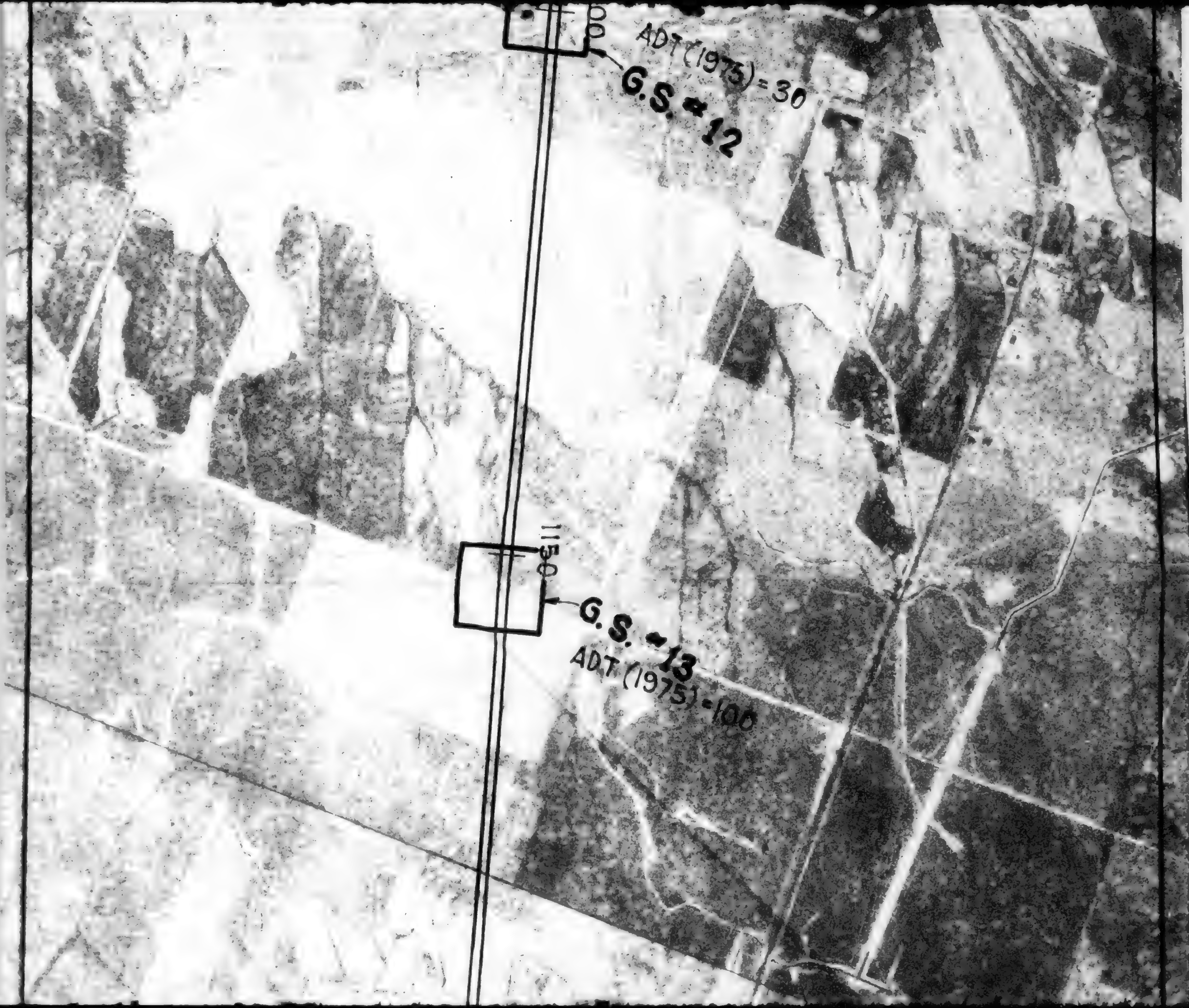
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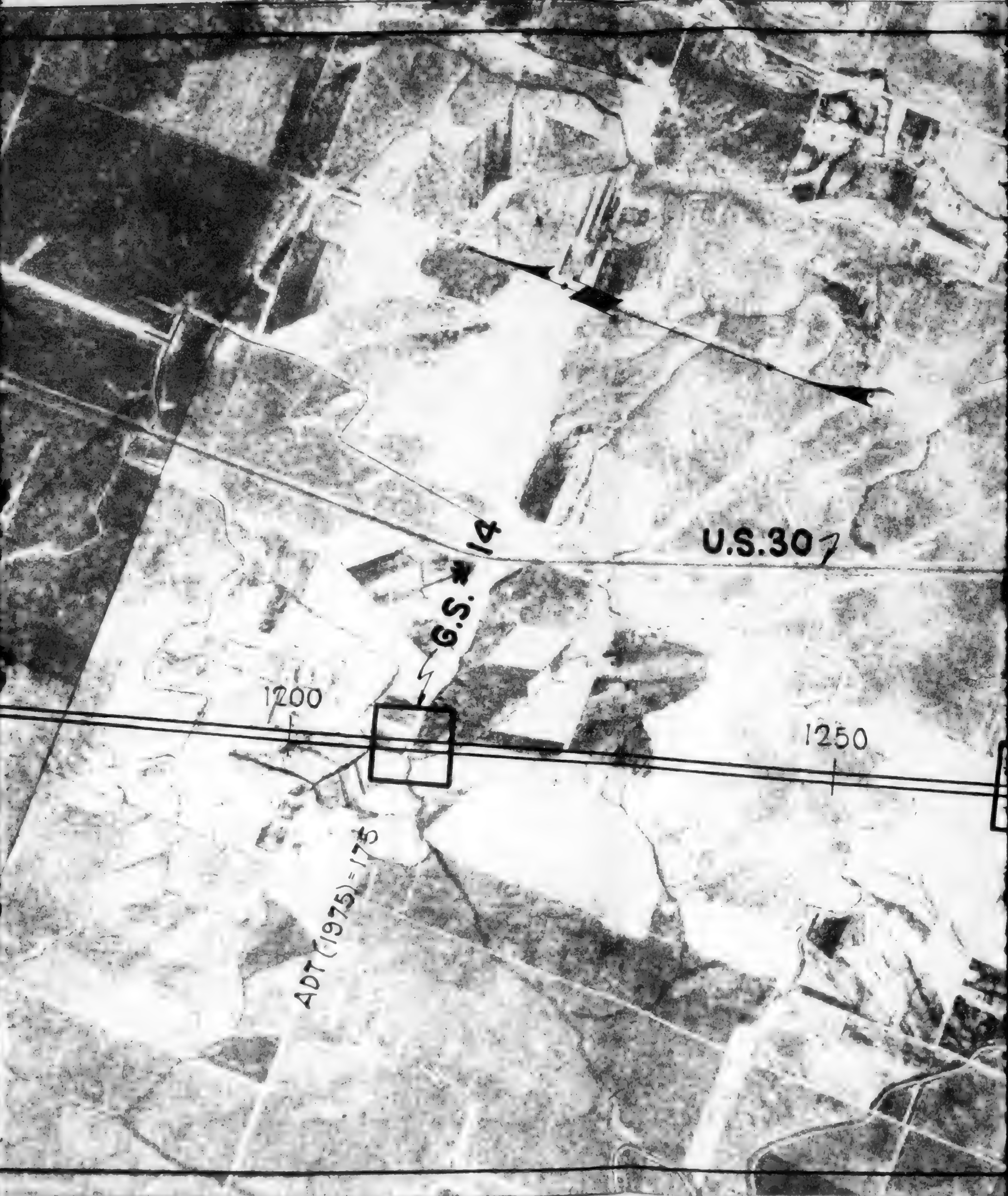
G.S. # 13
ADT (1975) = 100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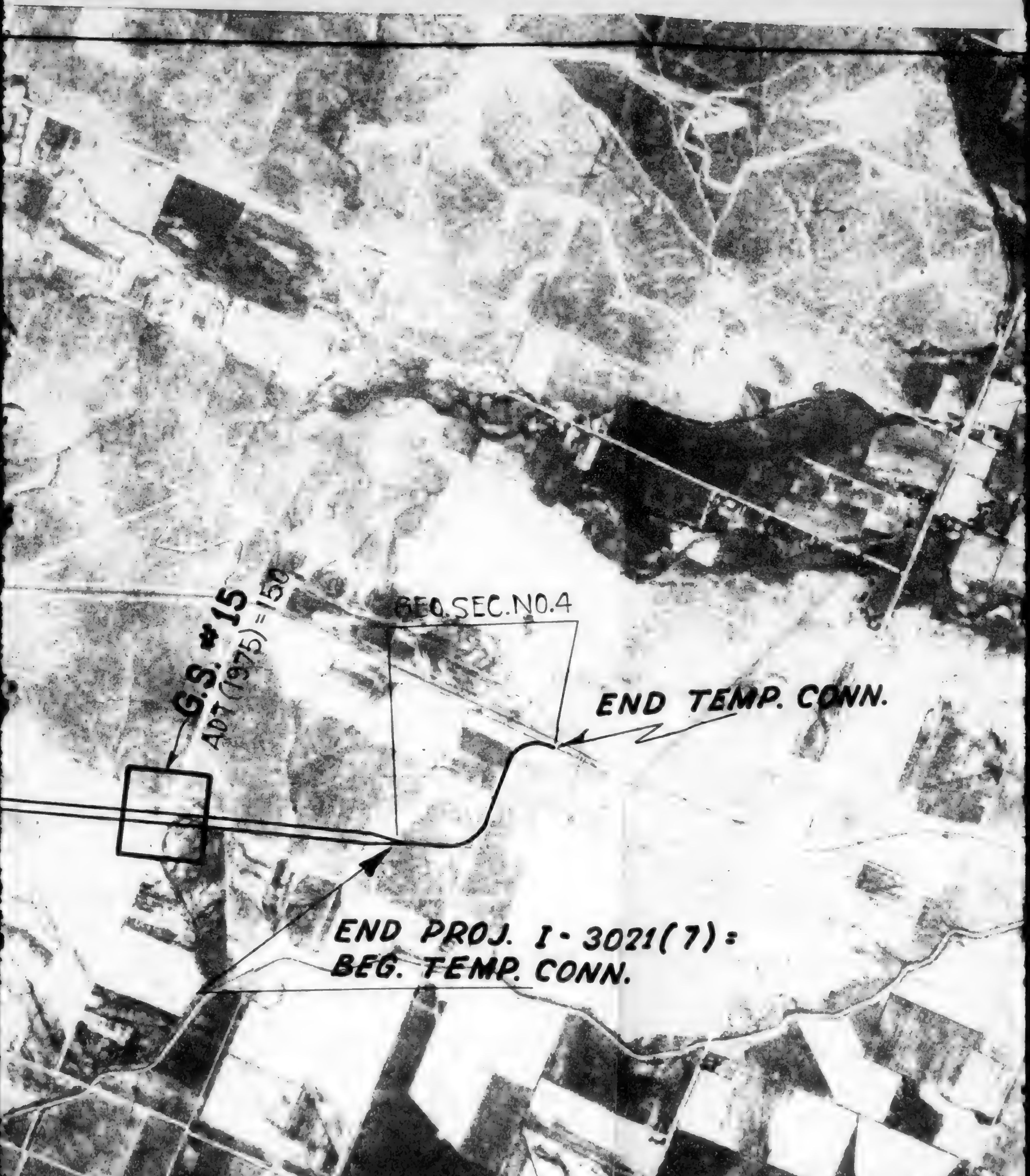
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END PROJ. I - 3021(7) =
BEG. TEMP. CONN.

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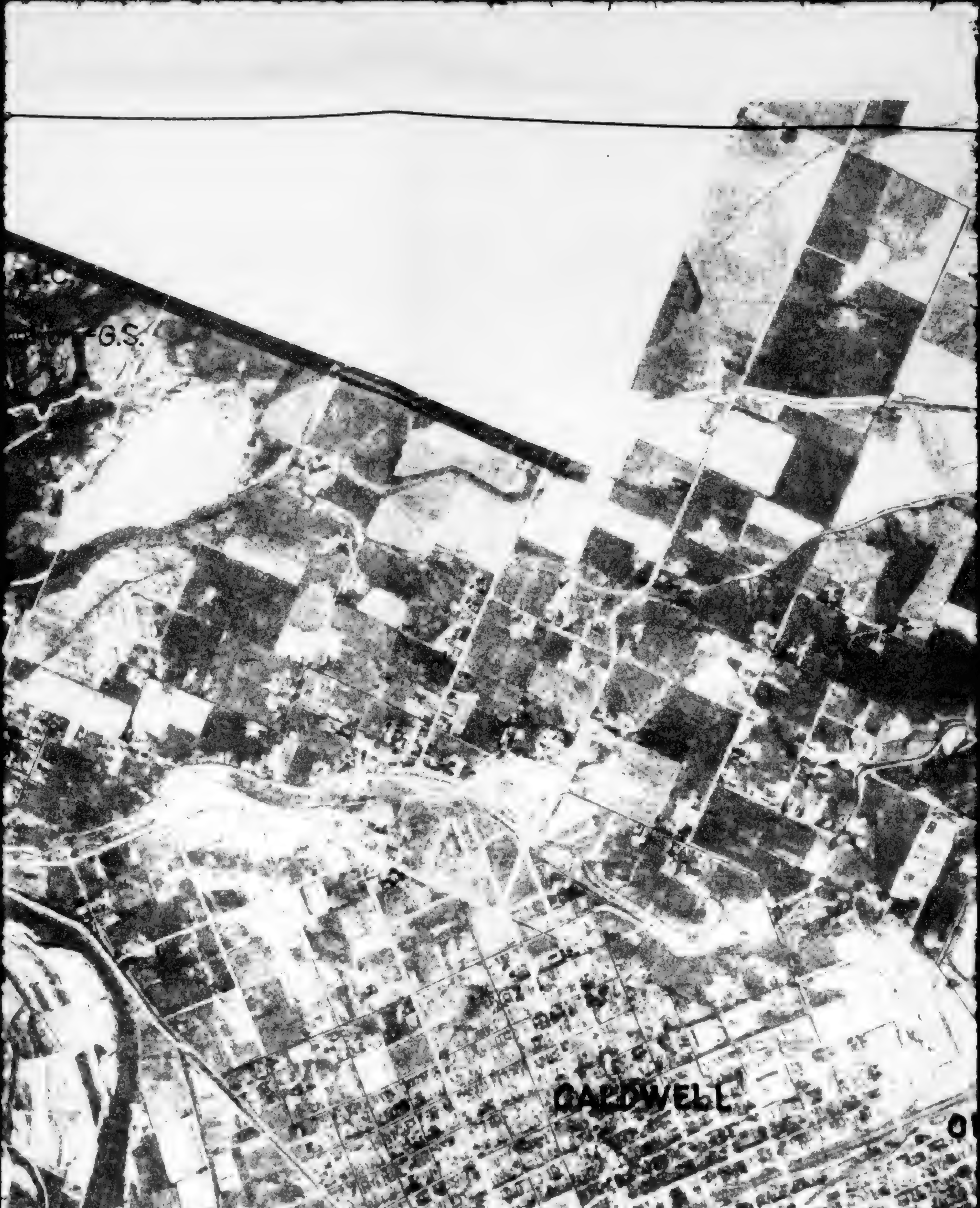
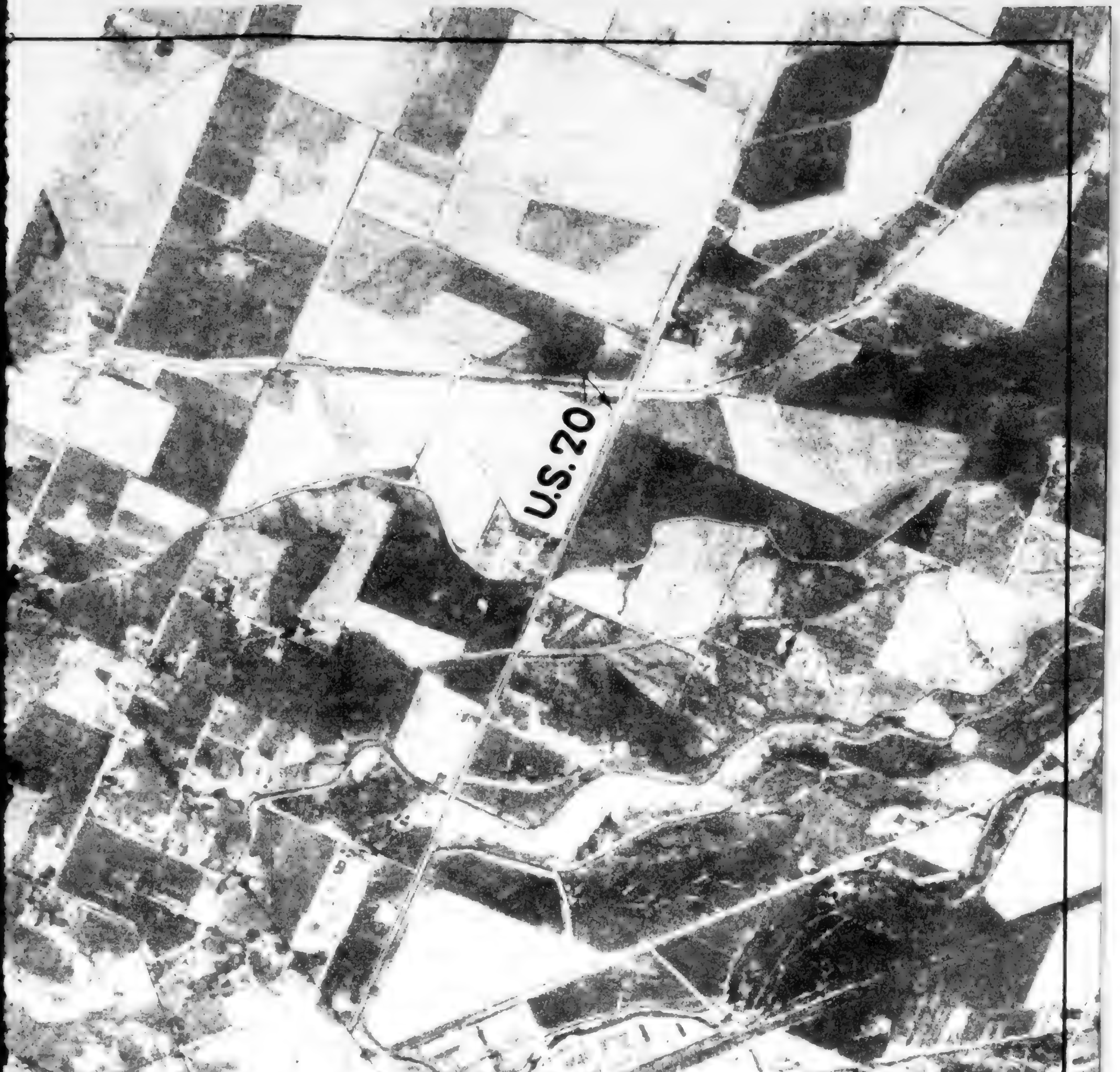
□ Grade Separation = G.S.


G.S.
CALDWELL


U.S. 20
WELL
STRIP MAP
OREGON LINE TO DESERT JUNCTION

RECEIVED
MAY 23 1957
FOR FILING

[illegible]
[illegible]
[illegible]

May 22, 1957

Mr. G. Bryce Bennett
State Highway Engineer
Department of Highways
Boise, Idaho

Dear Mr. Bennett:

The construction of the interstate highway crossing the Snake River near Ontario presents a problem of adequate interchange and turn-around facilities at the Idaho end of this bridge. It appears that such a facility will be necessary both for the Idaho and Oregon maintenance forces.

Will you please advise as to the type and location of such a facility which could be incorporated in your construction.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

TE:ar fn

RECEIVED
JUN 7 1957
FOR FILING
[illegible]
5161

May 22, 1957

Agenda Item 4-f

Mr. G. Bryce Bennett
State Highway Engineer
Department of Highways
P. O. Box 879
Boise, Idaho

MISC. CONTRACTS and
AGREEMENTS No. 1855

Dear Mr. Bennett:

We are enclosing herewith for the records and files of the State of Idaho, a fully executed copy of an agreement between the State of Oregon, by and through its State Highway Commission, and the State of Idaho, by and through its Board of Highway Directors, covering the design, construction and maintenance of the Snake River Bridge near Ontario, Oregon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

REFERRED TO
BY SECRETARY

to file

RECEIVED
MAY 6 - 1957
FOR FILING

5031 (00)

5161

May 3, 1957

Oregon State Highway Commission:

Gentlemen:

We have reached an agreement with the State of Idaho relative to the construction of a new four-lane bridge across the Snake River near Ontario on [illegible] Interstate. The agreement provides that Oregon shall design and build the bridge, with the cost to be shared equally between the two States. Each State will construct its own approaches to the bridge. After completion of the structure, Oregon will maintain the structure, with half the cost reimbursed by the State of Idaho.

The agreement has been signed by the Idaho State Highway Commission and will be presented to you at the next meeting for your consideration. I recommend your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

[illegible]
cc Mr. G. S. Paxson

RECEIVED
MAR [illegible] 1957
FOR [illegible]

P

FORM 530—12½M—6-55—88209

I-3021 (10)

5161

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 27, 1957

SUBJECT: Agreement between State and State of Idaho to construct Snake River Bridge on Interstate Highway.

To: Mr. G. S. Paxson
Assistant State Highway Engineer

Attached are four copies of an agreement between the State of Oregon and the State of Idaho, which was requested by you in your letter of March 6, 1957.

J. ROBERT PATTERSON
Assistant Attorney

JRP:nm
Enc.

NOTED
G. S. PAXSON

RECEIVED
MAR 27 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FOR FILING

OREGON DISTRICT

I-5021 (10)

5161 08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

REFERRED TO
Paxson
By State Highway Engineer

March 20, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Our Washington Office has reviewed the preliminary plans for the proposed twin structures over the Snake River at Ontario, Project I-67(7). They offer the following comments:

> "The layout appears to be generally satisfactory. We are, however, somewhat concerned about the direction of the piers which are placed at an angle of about 16° with the stream flow and the possibility of scour caused by the large projection of the piers.
>
> It is possible that the foundation investigation will indicate scour resistant material, which, in combination with low velocities at flood stage, would not cause serious scour.
>
> Footing elevations would be related to these conditions."

These comments are submitted for your consideration.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
MAR 20 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
JAN 18 1957
FOR FILING

Cross Referenced To:

Cross Referenced To:

January 10, 1957

Mr. O. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of January 8, 1957, concerning the assignment of a project number by Oregon for the Snake River Bridge at Ontario, which structure is to be a joint project between Idaho and Oregon.

Please be advised we will reserve the number I-67(7) and assign it to the structure when it is programmed.

As suggested in the last paragraph of your letter, we will furnish our estimate of cost of the structure to the State of Idaho.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

JMM:ia

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

January 8, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Office Engineer

Dear Sir:

The Idaho Department of Highways desires to program in Stage 1 their half of the Interstate bridge near Ontario. Our District office in that State has been asked to coördinate the Federal-aid project number between the States.

Item 17, Project I-67(6) provides for right-of-way acquisition for this structure and future construction westerly. We would appreciate your selection and reservation of a project number for the bridge construction in the series required which can be used by Idaho.

We understand that your department is to design this structure. If you have information as to the approximate cost of the bridge, it would be advisable to also transmit this cost estimate to Idaho for programing purposes.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
JAN 8 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 6 1957
FOR FILING

[illegible]

5161

Salem, Oregon
March 6, 1957

Snake River Bridge on
Interstate Highway

Mr. Robert L. May, Jr.
Acting Chief Counsel

We have informally agreed with the Idaho Department of Highways as to the procedure in constructing the interstate bridge across the Snake River on the Interstate Highway system near Ontario. Our negotiations must be confirmed by formal agreement. I would appreciate your drafting such a document. Idaho executes agreements as "The State of Idaho, by and through its Board of Highway Directors," a three-man board.

The States of Oregon and Idaho are now engaged in building a section of the Interstate Highway which roughly follows the present routing of US30. In order to join the Oregon and Idaho sections of this highway, it is necessary to construct an interstate bridge over the Snake River near the city of Ontario, Oregon. For the purpose of this agreement the project will be defined as the entire bridge over the main channel of the Snake River including the abutments at each end of the structure but not including any of the earth embankments or roadway surface leading to the structure.

Under this agreement the following work will be undertaken by the State of Oregon:

1. Provide at its own cost all right of way necessary for the project lying within the State of Oregon.

2. Obtain all necessary permits, either from the Federal Government or other bodies having jurisdiction.

3. Prepare plans, specifications and estimate for the proposed structure and submit the same to the State of Idaho for its review.

4. Upon receipt of approval of the plans, specifications and estimate by Idaho, advertise for bids, bids to be opened by the Oregon State Highway Commission at a convenient time and place.

5. With the approval of the State of Idaho, award a contract to the lowest qualified acceptable bidder, if an acceptable bid is received.

6. In the first instance, make payment of all progress estimates due the contractor as the work progresses and submit copies of same for reimbursement to the State of Idaho, as provided hereinafter.

7. Upon completion of the project, make final payment to the contractor and prepare and submit to the State of Idaho the detailed statement of costs including contract payments, preparation of plans, specifications and estimate, advertising for bids and supervising the construction.

8. After acceptance of the project by the States of Oregon and Idaho, all maintenance necessary on the project shall be done by the State of Oregon, and the costs therefor initially paid by the State of Oregon. The State of Oregon shall submit properly supported invoices to the State of Idaho covering such costs, such invoices to be submitted annually covering costs incurred in the calendar year.

Things to be done by the State of Idaho:

1. Provide at its own cost all right of way for the project lying within the boundaries of the State of Idaho.

2. Review the plans, specifications and estimates submitted by the State of Oregon for the project and promptly thereafter advise of approval or recommended modification.

3. Upon submission of invoices from the State of Oregon covering progress estimates paid to the contractor, reimburse the State of Oregon in the amount of one-half of all such estimates.

4. Upon receipt of invoices from the State of Oregon showing all costs incurred, including final estimate to contractor, preparation of plans, specifications and estimate, advertising for bids and supervising the construction, reimburse the State of Oregon in the amount of one-half of the cost thereof.

5. After completion of the project and upon receipt of properly supported invoices covering costs of maintaining the structure, reimburse the State of Oregon in the amount of one-half of such costs.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc Mr. W. C. Williams
Mr. P. M. Stephenson

RECEIVED
MAR 6 1957
FOR FILING

I-3021 (10)

5161

Cross Referenced To:
adm
Foreign
Idaho

Cross Referenced To:
Const
Bridges
Ontario

STATE OF IDAHO

IDAHO BOARD OF
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G. BRYCE BENNETT
STATE HIGHWAY ENGINEER

ALLAN G. SHEPARD
LEGAL COUNSEL

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

27 February 1957

REFERRED TO
Paxson
By State Highway Engineer

61

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

Thank you for your letter of February 11, 1957, regarding the proposed Interstate bridge near Ontario.

We will be pleased to have you submit your proposed agreement covering this bridge and would be happy to have you perform the maintenance on the structure; the maintenance costs to be split equally between the two States. I assume that this can be included in the overall agreement.

Sincerely yours,

G Bryce Bennett
G. BRYCE BENNETT
State Highway Engineer

RECEIVED
MAR 1 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

RECEIVED
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FOR FILING
I-3021(10)

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file

Cross Referenced To:
adm
Foreign
Idaho

Cross Referenced To:
Const
Bridges
Interstate

61

08-35

February 11, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

The Idaho State Highway Department has indicated a preference for Project No. I-3021(10) for the proposed Idaho-Oregon bridge over the Snake River near Ontario.

Please advise whether this number meets with your approval as the Oregon designation.

Very truly yours,

C. G. POLK
District Engineer

Original To Probert

NOTED
FORREST COOPER

RECEIVED
FEB 13 1957
FOR FILING
I-3021(10)
2161

February 11, 1957

Mr. G. Bryce Bennett
State Highway Engineer
Department of Highways
Boise, Idaho

Dear Mr. Bennett:

Under date of November 23, 1956, you wrote us confirming our understanding of the design for the Snake River Bridge near Ontario on the Interstate Highway. Our attorneys are of the opinion that present agreements do not cover this new structure and that a separate agreement will be necessary. We are drawing this agreement up along the lines of the agreements covering the other bridges.

The question of maintenance costs has never been discussed with your department. As you know, maintenance on the Payette and Weiser bridges is now performed and paid for by Idaho; while Oregon maintains the Ontario and Nyssa bridges. The Interstate Highway will add a fifth bridge, which, since it is on the Interstate System, is in a different category than the four existing bridges. We would suggest that one of the two states perform the maintenance and that the cost be split equally between the two states. We have maintenance quarters at Ontario and would be willing to do this maintenance under this arrangement if it is agreeable to your department.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson

GSP:gm

RECEIVED
[illegible] 1957

FOR FILING

FORM E-120 20M REVISED 4-56

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CHAS. H. REYNOLDS, MEMBER
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PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

IN REPLY PLEASE REFER TO

February 11, 1957

Mr. G. Bryce Bennett
State Highway Engineer
Department of Highways
Boise, Idaho

Dear Mr. Bennett:

Under date of November 23, 1956, you wrote us confirming our understanding of the design for the Snake River Bridge near Ontario on the Interstate Highway. Our attorneys are of the opinion that present agreements do not cover this new structure and that a separate agreement will be necessary. We are drawing this agreement up along the lines of the agreements covering the other bridges.

The question of maintenance costs has never been discussed with your department. As you know, maintenance on the Payette and Weiser bridges is now performed and paid for by Idaho; while Oregon maintains the Ontario and Nyssa bridges. The Interstate Highway will add a fifth bridge, which, since it is on the Interstate System, is in a different category than the four existing bridges. We would suggest that one of the two states perform the maintenance and that the cost be split equally between the two states. We have maintenance quarters at Ontario and would be willing to do this maintenance under this arrangement if it is agreeable to your department.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson ✓

NOTED
G. S. PAXSON

RECEIVED
[illegible] 1957
FOR FILING

FORM 830—12½M—6-55—98209
I-3021 [illegible]
5161

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1957

SUBJECT: Snake River Bridge on U. S. 30 near Ontario.
(1) Authority of Oregon and Idaho to engage in project.
(2) Necessity of formal agreement.

To: Mr. G. S. Paxson
Ass't. State Highway Engineer

OFFICE

The highway departments of the states of Oregon and Idaho have had under consideration the construction of an additional bridge over the Snake River in connection with the new interstate highway system. Certain understandings have already been reached relative to this undertaking and Mr. Bennett, the Idaho State Highway Engineer, by his letter to Mr. Williams of November 23, 1956, raised the question of whether a more formal agreement other than the agreement dated March 12, 1948, relative to other bridges which span the Snake River in the area, should be entered into by the two states.

An examination of the above-mentioned agreement clearly indicates that it is restricted in application to the four specific structures presently existing across the Snake River and could in no way be considered the basis for a new structure across the river.

You will find in ORS 381.096, 381.098 and 381.100 statutory authority for the Oregon State Highway Commission to enter into a contract with the State of Idaho for the purpose of constructing a bridge across the Snake River. In the Idaho Code, 1955, Section 40-120 (15), we quote what appears to be statutory authority on the part of the Department of Highways of the State of Idaho to enter into such an agreement:

> "Cooperate financially or otherwise with any other state or any county, city or town of any other state, or with any foreign country, or with the government of the United States, or any agency thereof, or private agencies or persons, or with any or all thereof for the erecting, construction, reconstructing, and maintaining of any bridge, trestle, or other structure for the continuation or connection of any state highway across any stream, body of water, gulfs, navigable water, swamp or other topographical formation requiring any such structure and forming a boundary between the State of Idaho and any other state or foreign country, and for the purchase for condemnation or other acquisition of right-of-way therefor."

NOTED
G. S. PAXSON

The next question you raised was whether there was a necessity for a formal agreement. You will note that ORS 381.100 expressly states that any agreement or contract made and entered into pursuant to the authority of ORS 381.098 shall contain an express provision with respect to (1) Site of the bridge, (2) The maximum financial and other obligations assumed by each of the contracting parties, (3) The estimated cost of the structure with its approaches and connecting roads, (4) The sources from which all the funds are to be obtained or derived, and (5) Any other appropriate matters or provisions consistent with the prudent principles of economy and good business.

It seems clear from the above that a formal, written agreement should be entered into between the two states, relative to the construction of any new bridge. It would be difficult to have a contract contain express provisions with respect to the items enumerated above if the contract was not formal and written. I would, therefore, recommend that any understandings which presently exist with respect to the construction of this bridge be reduced to a formal, written document which should contain all of the matters required by the above statutes to be expressed therein.

I am returning herewith to you your office file on this matter.

G. E. Rohde

G. E. ROHDE,
Chief, Office Section

GER:mm
cc: Robert L. May, Jr.
Enc.

RECEIVED
FEB 8 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 4 - 1957
FOR FILING

I-3021(10)

5161

January 3, 1957

Mr. G. Bryce Bennett
State Highway Engineer
Department of Highways
P. O. Box 879
Boise, Idaho

Attention: Mr. N. F. McCoy
Planning Officer

Dear Sir:

This is in answer to your letter of December 27 concerning the proposed new Snake River Bridge near Ontario.

We have practically completed our preliminary studies of this project and the preliminary estimate for the twin structure is $1,460,000. This includes allowance for engineering and contingencies by doesn't include any embankment approach nor right of way.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
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DAVID P. JONES - MEMBER

WAYNE SUMMERS - SECRETARY

STATE OF IDAHO

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

G. BRYCE BENNETT
STATE HIGHWAY ENGINEER

ALLAN G. SHEPARD
LEGAL COUNSEL

December 27, 1956

REFERRED TO
Paxson
By State Highway Engineer

W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

We understand that you are well along with preparation of plans for the proposed new Interstate Bridge over the Snake River south of Ontario.

As soon as practicable, we would appreciate a reasonably accurate estimate of the cost of building the twin structures you have proposed.

Very truly yours,

G. BRYCE BENNETT
State Highway Engineer

By N. F. McCoy
N. F. McCOY
Planning Officer

NFMcC/bw

$1,460,000

NOTED
G. S. PAXSON

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OREGON
STATE HIGHWAY COMMISSION

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Idaho

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Interstate

STATE OF IDAHO

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G. BRYCE BENNETT
STATE HIGHWAY ENGINEER

ALLAN G. SHEPARD
LEGAL COUNSEL

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

23 November 1956

61

CO

Paxson

Mr. W. C. Williams
State Highway Engineer
State of Oregon
Salem, Oregon

Dear Mr. Williams:

This is to confirm our understanding regarding the proposed Snake River Bridge on U.S. 30 near Ontario, as it is outlined in your letter of November 5, 1956.

The Highway Board have given their approval to an equal division of project cost between the States. It is understood that the cost of design will be considered a part of this cost.

If a more formal Agreement, other than the Agreement dated March 12, 1948, relative to the bridges which span the Snake River in the area from Weiser upstream, is required by Oregon, we will be happy to execute same.

Very truly yours,

G Bryce Bennett
G. BRYCE BENNETT
State Highway Engineer

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I-3021 (10)

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Idaho

November 5, 1956

Cross Referenced To:
Const
Bridges
Interstate

61

Mr. Bryce Bennett
State Highway Engineer
Department of Highways
Boise, Idaho

Dear Mr. Bennett:

This is to confirm our telephone conversation concerning the Snake River Bridge on US30 near Ontario, Oregon. The Oregon Highway Department can handle the design and construction of the Snake River Bridge and can do this design work during the coming year, which I understand will fit in with the design schedule that you have set up for the section of US30 easterly from the Snake River. Since this will be a joint project between the two states, it is understood that the cost of the design will be considered a part of the project cost and equally divided between the two states.

I would appreciate confirmation of this understanding.

Very truly yours,

W. C. Williams
State Highway Engineer

GSP:gm

NOTED
FORREST COOPER

RECEIVED
OCT 17 1956
FOR FILING

OREGON DISTRICT
5161
REFERRED TO
Cooper
By State Highway Engineer
Please follow up with Div. Office

61

08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT
STATE HIGHWAY BLDG.
SALEM, OREGON

Cro eferenced To:
adm
Foreign
Idaho

Cross Referenced To:
Const.
Bridge
Interstate

October 12, 1956

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Your letter of October 9, 1956 requested approval of plans for the crossing of the Snake River at the boundary between Idaho and Oregon southeasterly of Ontario, as previously submitted to the Idaho Department of Highways and approved on October 4, 1956 by G. Bryce Bennett, State Highway Engineer of Idaho.

The plans as submitted cover the crossing of the Snake River and an approximate 2-1/2 mile section of line approaching from the north. The general location of line and grade meet with the approval of this office subject to such adjustment as may be necessary to meet the existing construction at North Ontario. It should be noted, however, that approval of the final location of this section of Interstate Route No. 2 between intermediate control point, 0.5 mile northwest of Ontario, and control area, Oregon-Idaho State line southeast of Ontario, is not within the authority of this office but will have to come from our Division office in Portland. Procedure to follow in obtaining this approval is described in PPM 10-1, dated May 18, 1956.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

REFERRED TO
Robert - Please handle.
BY DEPUTY STATE HIGHWAY ENGINEER

RECEIVED
OCT 12 1956
OREGON
STATE HIGHWAY COMMISSION

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ORREST COOPER

RECEIVED
OCT 9 1956
FOR FILING

[illegible]

5161

61

Cross Referenced To:
Idaho
Oregon
[illegible]

October 9, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
418 State Highway Building
Salem, Oregon

Dear Sir:

I am attaching a copy of a letter from C. Bryce Bennett, State Highway Engineer of Idaho, which refers to the crossing of the Snake River at the boundary between Idaho and Oregon southeasterly of Ontario. Mr. Bennett's letter is self-explanatory and states that the Idaho Department of Highways and the District Engineer for the Bureau have approved the crossing. On August 27, 1956, you were handed a copy of the map and profile, which were attached to a copy of a letter to the State Highway Engineer of Idaho.

The purpose of this letter is to ask your approval of the plans as submitted.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Forrest Cooper
Mr. S. H. Probert
Mr. Tom Edwards

FC:me fn

STATE OF IDAHO

IDAHO BOARD OF
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E. V. MILLER
STATE HIGHWAY ENGINEER

ALLAN G. SHEPARD
LEGAL COUNSEL

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

4 October 1956

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. Forrest Cooper
Deputy State Highway Engineer

Re: Idaho Project ST-3021(508), Ontario-Desert Jct.,
Payette County

Dear Sir:

Reference is made to your letter of September 24, in regard to the grade line at the Snake River crossing of the Interstate Highway between Oregon and Idaho.

The grade which you proposed, using two opposing 0.75 per cent gradients with an 800-foot vertical curve, meets with the approval of this department. This approval is also concurred in by the representative of the Idaho District Office of the Bureau of Public Roads.

Very truly yours,

G Bryce Bennett
G. BRYCE BENNETT
State Highway Engineer

RECEIVED
[illegible] 1956
OREGON
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

September 24, 1956

Mr. G. Bryce Bennett
Acting State Highway Engineer
Post Office Box 879
Boise, Idaho

Dear Sir:

In reply to your letter of September 10 relative to the suggestion made by your local office of the Bureau of Public Roads on the gradient of the interregional route between Idaho and Oregon, I wish to advise that we have studied this matter and give you our views.

The present profile has two opposing 0.75 per cent gradients with an 800-foot vertical curve, which would give approximately three times the normal stopping sight distance. As this is to be a four-lane facility, passing sight distance is not considered. The change to 0.50 per cent gradients with a 1,200-foot vertical curve would increase the borrow excavation on the Oregon side approximately 40,000 cubic yards, or an estimated $20,000. I would assume that the increase on the Idaho side would be about the same. This increase in cost would be slight if there would be any compensating value in the change, but I question whether anyone driving the highway would notice the difference between the 0.75 per cent gradient and the 0.50 per cent gradient.

We feel that the present profile is very adequate and, unless you have some objections to it, would recommend that it be used. Please advise.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DJB:AR me
cc Mr. Tom Edwards
cc Mr. Williams
Mr. Polk

FORM 230—50M—6-56—86654

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18th, 1956

SUBJECT: Idaho-Oregon Crossing
of Snake River, U.S. 30

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Relative to your Assignment No. 61 regarding the attached letter from Mr. G. Bryce Bennett, Acting State Highway Engineer of Idaho, would recommend against any change in our profile on U.S. 30 at the Snake River crossing.

The present profile are two opposing 0.75% gradients meeting at the approximate center of the river, with an 800-foot vertical curve. This gives about 1,600 feet sight distance on a 4-lane facility.

The suggested gradients of 0.50% with 1,200-foot vertical curve would increase the sight distance to about 2,400 feet but would also increase the borrow excavation approximately 40,000 cubic yards on the Oregon side and I would assume approximately the same on the Idaho side.

Our estimated cost of this material is $0.50 per cu. yd. or an overall increase of $40,000 for both sides of the river. This cost increase is insignificant if the vertical alignment was improved, but I question if a change of only 0.25% gradient would be apparent.

Tom Edwards
Construction Engineer

By D. J. Barbe
D. J. Barbee
Ass't. Construction Engineer

RECEIVED
SEP 18 1956
OFFICE OF
STATE HIGHWAY ENGINEER

September 14, 1956

Mr. G. Bryce Bennett
Acting State Highway Engineer
Department of Highways
Post Office Box 879
Boise, Idaho

Dear Sir:

Thank you for your letter of September 10 re the location of US30 at the boundary line between Idaho and Oregon just southerly from Ontario. I believe that the points which you bring up in your letter are well taken. I am having them reviewed, and we will give you our reaction in the immediate future.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

FC:me

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
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E. V. MILLER
STATE HIGHWAY ENGINEER

ALLAN G. SHEPARD
LEGAL COUNSEL

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

September 10, 1956

PLEASE RETURN TO
FORREST COOPER

NOTED
W. C. WILLIAMS

Mr. W.C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Forest Cooper
Deputy State Highway Engineer

Dear Sir:

Reference is made to your letter of August 27, 1956, and the alignment map and profile of the Interstate connection between Idaho and Oregon near Ontario, Oregon.

The alignment and grade have our approval, however an inspection by the local office of the Bureau of Public Roads brought the suggestion that the 800 vertical curve over the proposed bridge on the Snake River be lengthened to smooth out the grade so as to improve the appearance of the bridge structure and grade line approaching the river.

The use of 0.5% grades from the intersection at Sta. 1364 and a 1200 ft. vertical curve connecting the tangent grades would add to the appearance although it would increase the embankment required in the fills each side of the river.

Your decision as to using the grade as submitted or the suggested change will be acceptable to us.

We appreciate the cooperation of your field men at Ontario in our joint effort to establish this connection between our States for this Interstate route.

Very truly yours,

G Bryce Bennett
G. BRYCE BENNETT
Acting State Highway Engineer

cc: BPR, Boise
District #3
Planning Officer
Location Division

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[illegible] 1956
[illegible]
STATE [illegible] COMMISSION

FORM E30—30M—11-55—90224

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 30th, 1956

SUBJECT: Ontario-Snake River
Old Oregon Trail

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

In the matter of securing concurrence from the State of Idaho to our proposed crossing of the Snake River south of Ontario I am handing you herewith two prints scale 1" = 100' of the located line covering that section from the railroad crossing south to the state line. Indicated on this map are the relative positions of the east- and west-bound lanes with regard to separation.

I am handing you also 6 copies of a sketch map showing the general plan from the interchange northerly of Ontario to the state line; also, two prints of the contemplated grade covering this section.

You advised me the other day that you wished two copies of each of these so that one could be sent to the State of Idaho and one to the Bureau of Public Roads.

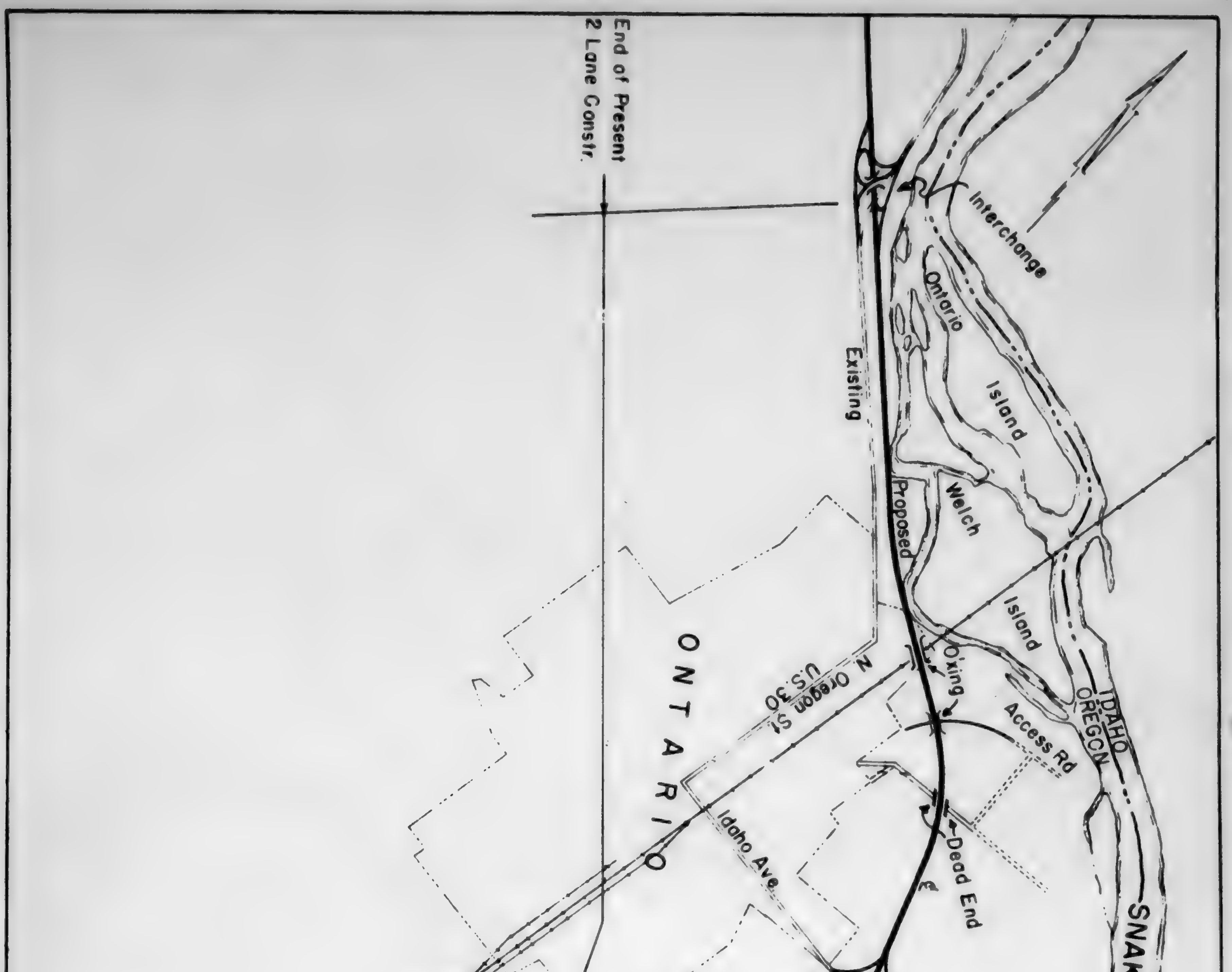
Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Ass't. Construction Engineer

LHY:AR
Enc.

NOTED
FORREST COOPER


ONTARIO-SNAKE RIVER SECTION
OLD OREGON TRAIL HIGHWAY
MALHEUR COUNTY
Approx. Scale 1" = 2000'

August 27, 1956

Mr. G. Bryce Bennett
Acting State Highway Engineer
Department of Highways
Post Office Box 879
Boise, Idaho

Dear Sir:

Some time ago our engineers met with the Idaho Department and worked out a preliminary determination as to the location of US30 as it affects the States of Idaho and Oregon at the Snake River boundary. I am told that some control points were established on the Idaho side of the river which met with your approval, and our line at the crossing was based on these controls. As we now wish to buy the right of way in the area to prevent development and also wish to make plans for the construction of this section, we would appreciate your inspection of our detail plans in that area. I am handing you two copies of a small sketch map showing the general layout, also a copy of our profile and our 100-foot scale map. We propose to build the entire project on a four-lane basis in our initial construction.

Would you please review the data which we are sending and advise us of your concurrence, or, if you wish to suggest changes, please feel free to do so. If you or any of your engineers wish to go over the project in detail, please let me know and I will arrange for a meeting at a time and place acceptable to you.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Bureau of Public Roads

FORM [illegible] 80M REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

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Cross Referenced To:
Adm
Design
Idaho

August 27, 1956

Mr. G. Bryce Bennett
Acting State Highway Engineer
Department of Highways
Post Office Box 879
Boise, Idaho

Dear Sir:

Some time ago our engineers met with the Idaho Department and worked out a preliminary determination as to the location of US30 as it affects the States of Idaho and Oregon at the Snake River boundary. I am told that some control points were established on the Idaho side of the river which met with your approval, and our line at the crossing was based on these controls. As we now wish to buy the right of way in the area to prevent development and also wish to make plans for the construction of this section, we would appreciate your inspection of our detail plans in that area. I am handing you two copies of a small sketch map showing the general layout, also a copy of our profile and our 100-foot scale map. We propose to build the entire project on a four-lane basis in our initial construction.

Would you please review the data which we are sending and advise us of your concurrence, or, if you wish to suggest changes, please feel free to do so. If you or any of your engineers wish to go over the project in detail, please let me know and I will arrange for a meeting at a time and place acceptable to you.

Very truly yours,

W. C. Williams
State Highway Engineer

By Forrest Cooper

Forrest Cooper
Deputy State Highway Engineer

FC:me

WCW

cc Bureau of Public Roads

S-255(4) Division St.-Powell Blvd. 1958
Sec. of S.E. 122nd Ave.,
#5162 E. of Portland

Mr. Williams

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MAY 8 - 1959
FOR FILING

NOTE:
W. ILLIAMS

May 1, 1959

S. E. 122nd Avenue
Division St. - Powell Blvd.
Contract No. 5162

FINAL COST ANALYSIS
Grading & Surfacing
Contr. Oregon Asphaltic Paving Co.
Spencer Hill - Ass't Const. Engr. Mult. Co.

Prefix 526-1003-201(41)

A255(4)
5162

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
1. Removal of Catch Basins	1	Each	25.00	25.00	25.00	25.00
2. Removal of Curbs	508.2	Lin. Ft.	.50	.50	254.10	254.10
3. Removal of Walks & Driveway	625.62	Sq. Yd.	.70	.70	437.93	437.93
4. Drainage Excav., Unclass.	23.38	Cu. Yd.	4.00	4.00	93.52	93.52
5. General Excav., Unclass.	11,435.7	Cu. Yd.	.84	.85	9,626.12	9,720.35
6. Finishing R. B. & Slopes	0.53	Mile	800.00	800.00	424.00	424.00
7. 8" Sewer Pipe	222	Lin. Ft.	1.75	1.40	388.50	310.80
8. Concrete Catch Basins	20	Each	65.00	65.00	1,300.00	1,300.00
9. Concrete Sumps	16	Each	224.22	230.00	3,587.47	3,680.00
10. Concrete Curbs	133.06	Cu. Yd.	33.75	33.75	4,490.78	4,490.78
11. Concrete Driveways	1,102.3	Sq. Yd.	3.40	3.40	3,747.82	3,747.82
12. Concrete Walks	154.93	Sq. Yd.	2.70	2.70	418.31	418.31
13. Coarse Cr. Mat'l in Base	8,764.385	Ton	1.50	1.82	13,161.04	15,951.18
14. 3/4"-0 Mat'l in Base	2,098.720	Ton	1.93	2.45	4,040.84	5,141.86
15. 3/4"-0 Mat'l in Walks	189.355	Ton	3.30	3.30	626.40	624.87
16. 1/4"-0 Mat'l in Walks	82.2	Ton	3.30	3.30	271.77	271.26
17. Sprinkling	353.75	M-Gal.	1.47	1.50	521.57	530.63
18. Preparation of Base	0.53	Mile	651.43	1,000.00	345.26	530.00
19. 3/4"-0 Mat'l in Binder Crse.	208.52	Ton	2.45	3.20	510.19	667.26
20. RC-3 Asphalt in Binder Crse.	30.54	Ton	34.62	41.00	1,057.23	1,252.14
21. Class "B" Asphalt Concrete	4,614.58	Ton	4.92	5.65	22,725.02	26,072.38
22. Class "C" Asphalt Concrete	45.995	Ton	8.99	10.00	413.34	459.95

Final Cost Analysis - Cont'd/ - Contract No. 5162 May 1, 1959
S.E. 122nd Ave. Division St.-Powell Blvd.

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
23. Setting Monument Base	1	Each	8.25	10.00	8.25	10.00
24. Mailbox Posts	65	Lin. Ft.	1.62	1.00	105.37	65.00
Force Account					911.62	1,120.21
PA#1 Cement Adj.	25.05	Bbl.		4.11		-102.96
					$ 69,461.77	$ 77,496.39

Gross Revenue	$ 77,496.39
Total Cost	69,461.77
Net Profit	$ 8,034.62

Net Profit equals 10.4% of Gross R^{E}venue

DETAIL OF COST - CONTRACT No. 5162

Labor:

Labor	$ 6,060.62	
Labor Insurance	606.06	$ 6,666.68

Equipment Rental & Miscellaneous Supplies:

Equipment Rental, Owned	2,646.02	
Equipment Rental, Hired	3,970.70	
Gas, Oil, and Grease	661.50	
Bond	655.11	
Miscellaneous Supplies and Small Tools	60.60	
Home Office and Overhead	606.06	
Signing (Nat'l Barricade)	203.70	
P.L. & P.D. Insurance	75.74	8,879.43

Work Done by Others:

Parker-Fuhrman,	Items 1, 2, 3, 5, 6, P.A. #1 & P.A. #2	12,072.21	
Anderson	Items 4, 7, 8, & 9	5,368.50	
Peterson	Items 10, 11, & 12	8,656.91	26,097.62

Materials:

Coarse Cr. Mat'l in Base	8,764.385	Ton	@	$0.7224	6,331.39	
3/4"-0 Mat'l in Base	2,098.72	Ton	@	$1.20	2,518.46	
3/4"-0 Mat'l in Walks	189.355	Ton	@	$1.20	227.23	
1/4"-0 Mat'l in walks	82.20	Ton	@	$1.30	106.86	
3/4"-0 Mat'l in Binder	208.52	Ton	@	$1.20	250.22	
RC-3 Asphalt	30.54	Ton	@	$28.75	878.03	
Class "B" Asph. Conc.	4,614.58	Ton	@	$3.75	17,304.68	
Class "C" Asph. Conc.	45.995	Ton	@	$3.75	172.48	
Mailbox Posts	65	Post	@	$0.44	28.69	27,818.04

TOTAL	$ 69,461.77

Remarks - Contract No. 5162

This was a "Federal Aid Secondary Project" conducted in accordance with the Federal regulations applying to that class of project, calling for 14,200 cubic yards of excavation, approximately 11,868 tons of crushed materials, and approximately 5,034 tons of asphatic concrete pavement with binder course.

The north end of the project is at Station 197+50 which station is 0.06 mile south of S.E. Division Street. The south end of the project is at Station 225+50 which station is 0.10 mile south of S.E. Powell Boulevard. The overall length is 0.53 mile.

The project was bid March 28, 1958 and work began May 5th. Labor strikes closed down work for seven weeks but work was resumed August 15th, progressed very vigorously and was completed October 6, 1958.

Equipment used on project was: D-4 tracavator, seven 8-yard trucks, three rollers, two blades, HD-9 loader, HD-6 loader, seven 6-yard trucks, water truck, Barbur Greene paver, trailers, and pickups.

The asphaltic concrete was from a commercial source and often times some of the equipment on this project was used for portion of day. Grading was done by Parker-Fuhrman, Items 7, 8, and 9 were done by Anderson and Items 10, 11, and 12 by Peterson. Work was well coordinated with good equipment and good supervision which contributed to good profit.

M.N. Juve
Chief Cost Analyst

By

H.R. Sturgis

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FEB 1959
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OREGON STATE HIGHWAY DEPARTMENT
(date)

February 18, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACT0R)
5162 5162	7 Final	Oregon Asphaltic Paving Co.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
3536	H236722	$ 2,322.18 2-18-59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 70 workdays from Apr. 19, 1958

Time Extensions: None

Completion Date: Oct. 6, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Feb. 18, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:

FEB 18 1959

NOTED ON CARD

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5162

Feb. 6, 1959

CERTIFIED MAIL

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 5162, for grading and paving on the Division St.-Powell Blvd. Section of S. E. 122nd Avenue in Multnomah County was completed by the contractor, Oregon Asphaltic Paving Company, on Oct. 6, 1958, and was formally accepted on Oct. 23, 1958.

Final payment in the amount of $2,322.18 will be released to the contractor on or after February 16, 1959. The total contract amount is $77,496.39, of which amount $1,120.21 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
cc:
Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

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JAN 8 - 1959
FOR FILING

J-55(4)

5162

Jan. 7, 1959

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Oregon Asphaltic Paving Company in connection with Contract No. 5162, for grading and paving on the Division St.-Powell Blvd. Section of S. E. 122nd Ave. in Multnomah County.

This payment, in the amount of $4,129.36, will be released to the contractor on or after Jan. 17, 1959. The retained percentage is $2,324.98.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

en

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

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em

RECEIVED
OCT 17 1958
FOR FILING

S 255 (4)

[illegible]

October 16, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 6, 1958, on Contract No. 5162, Division St.-Powell Blvd. Section, in Multnomah County, in connection with Federal Aid Project No. S-255(4).

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

S. H. Probert
Office Engineer

cc: Clarence G. Swensen

Form E-1—10M

S-255(4)
5162

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 10, 1958

Section	Division Street - Powell Blvd.	Kind of work	Grading and Paving
Highway	S.E. 122nd Ave. County Multnomah	Section prefix	526-1003
Contractor	Oregon Asphaltic Paving Company	Contract number	5162
Date of contract	April 9, 1958	Specified work days	70
Date work started	May 5, 1958	Work days used	64
Project authorization	$ 93,578.60	Per cent of time elapsed	91 %
Exclusive of engineering	$		

Estimated cost of completed project, exclusive of engineering . . . $ 84,721.21

Estimated per cent ~~overrun~~ or underrun . . . 9.5 %

Per cent of contract completed, based on total contract price . . . 100 %

Engineering authorization . . . $

Engineering cost to date $, %

Date project was completed October 6, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor completed the installation of mailbox posts and performed the necessary clean up on Monday.

He has performed all work called for in the contract. satisfactorily.

CONSTRUCTION DIVISION
RECEIVED
OCT 13 1958
NOTED-- CE ACE COE

Noted
H. N. Juve

Signed Spencer Hall

Address 2115 S.E. Morrison St. Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.47	0.47		0.47	0.47
Miles partially completed					
Miles completed	0.47	0.47		0.47	0.47
Total estimated quantities (contract)	14,200	11,500		356	5000
Total quantities corrected to date	12,000	8,700		215	4661
Estimated quantities moved or placed to date	12,000	8,700		215	4661
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men	4	This crew worked one day installing mail box posts and performing
Supervision	1	clean up work.
Men and trucks under 3 tons		
Men and trucks over 3 tons	1	
Men and tractors		

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Cloudy		
Friday	Cloudy		
Saturday			

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5162

Monthly Transaction No.
6-70

Project Report No.
S-255(4)
3

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(5- -57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

te **Oregon**

County **Multnomah**

Project No. **S-255(4)**

5162 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Division Street-Powell Valley Road Section of S.E. 122nd Ave. (FAS Route 654), near Portland (a County Road).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**1/3/58**	**0.5**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **96,441.00**	Federal funds $ **59,600.00**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Wm McLaer
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk **C. G. Polk**
Division Engineer

Date executed by Division Engineer **June 23, 1958**

RECOMMENDED FOR APPROVAL
STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Division Street - Powell Blvd. Section, Project No. S-255(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

BHC:sm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Division Street - Powell Blvd Section
FAS Route 654
Multnomah County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5162 5162 Oregon Asphaltic Paving Co. 4-9-58

DATE OF COMPLETION: 70 workdays from 4-19-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Division Street-Powell Blvd. Section, Project No. S-255(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:lmr

Oregon State Highway Department

Federal Aid Secondary
Project No. S-255(4)

DIVISION STREET-POWELL BLVD. SECTION OF THE S.E. 122nd AVE. (FAS ROUTE 654) IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code 6201
Roadway (Sta. 197+50 to Sta. 222+50)(Contract No. 5162)

Removal of Catch Basins	1	only	25.00	$ 25.00
Removal of Curbs	520	lin.ft.	.50	260.00
Removal of Walks and Driveways	550	sq.yds.	.70	385.00
Drainage Excavation, Unclassified	24	cu.yds.	4.00	96.00
General Excavation, Unclassified	14,200	cu.yds.	.85	12,070.00
Finishing Roadbed and Slopes	0.53	mile	800.00	424.00
8-inch Sewer Pipe	240	lin.ft.	1.40	336.00
Concrete Catch Basins	24	only	65.00	1,560.00
Concrete Sumps	20	only	230.00	4,600.00
Concrete Curbs	150	cu.yds.	33.75	5,062.50
Concrete Driveways	1,200	sq.yds.	3.40	4,080.00
Concrete Walks	230	sq.yds.	2.70	621.00
Coarse Crushed Material in Base	9,500	tons	1.82	17,290.00
3/4" - 0 Material in Base	2,000	tons	2.45	4,900.00
3/4" - 0 Material in Walks	250	tons	3.30	825.00
¼" - 0 Material in Walks	118	tons	3.30	389.40
Sprinkling	380	M-gals.	1.50	570.00
Preparation of Base	0.53	mile	1,000.00	530.00
3/4" - 0 Material in Binder Course	320	tons	3.20	1,024.00
RC-3 Asphalt in Binder Course	36	tons	41.00	1,476.00
Class "B" Asphaltic Concrete	5,000	tons	5.65	28,250.00
Class "C" Asphaltic Concrete	34	tons	10.00	340.00
Setting Monument Boxes	1	only	10.00	10.00
Asphaltic Concrete Traffic Markers	2,600	lin.ft.	.75	1,950.00
				$87,073.90
Flagging (57½% of Contractors Cost)	All Required			600.00
	Subtotal			$87,673.90
	10% Engr. & Cont.			8,767.39
	Total			$96,441.29

Length of Roadway. . . . . 0.473 mile
Cost of Roadway per mile $20,389.27

Federal Funds.	$ 59,600.00
State Funds.	18,420.60
County Funds	18,420.69
	$ 96,441.29

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
Funds for Maint.: Chap. 529, laws, 1939

Note: Necessary funds have been deposited by Multnomah County with the Highway Department.

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MAY 19 1958
FOR FILING

S-255(4)

[illegible]

May 15, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 5, 1958, on Contract No. 5162, Division St.-Powell Blvd. Section, in Multnomah County, in connection with Federal Aid Project No. S-255(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

A

FORM E-120

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR 30 1958
FOR FILING
P-255 (4)
5162

Apr. 29, 1958

Oregon Asphaltic Paving Co.
0441 S. W. Porter St.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5162, awarded Apr. 9, 1958, for grading and paving on the Division St.-Powell Blvd. Section of S. E. 122nd Avenue in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

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APR [illegible] 1958
FOR FILING
[illegible]
51[illegible]

April 9, 1958

Oregon Asphaltic Paving Company
0441 Southwest Porter Street
Portland 1, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958, accepted your proposal for grading and paving on the Division Street-Powell Boulevard section of S. E. 122nd Avenue in Multnomah County for the sum of $87,348.90 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5162.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 9, 1958

Oregon Asphaltic Paving Co.
0441 S.W. Porter St.
Portland 1, Oregon

Gentlemen:

Contract for Division Street-Powell Blvd. Section of S.E. 122nd Ave., Multnomah County for which you submitted low bid on March 28, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
Files
C. W. Head

RECEIVED
APR 3 1958
FOR FILING
[illegible]
5162

April 2, 1958

Board of County Commissioners
Multnomah County Court House
1021 S.W. 4th
Portland, Oregon

Gentlemen:

We are enclosing for the records and files of Multnomah County one fully executed copy each of a finance and maintenance agreement between the State Highway Commission and Multnomah County covering the Division Street-Powell Boulevard Section of FAS 654.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
APR 1 1958
FOR FILING

March 31, 1958

Oregon Asphaltic Paving Company
0441 S. W. Porter Street
Portland 1, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958 accepted your bid in the amount of $87,348.90 for grading and paving on the Division Street-Powell Boulevard Section of S. E. 122nd Avenue in Multnomah County, which was the low bid received for that job on the 28th of March. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

S-366(1) Dans Point-Plywood Plant 1958
Sec. of the Goldbeach-
#5163 Bagnell Ferry Rd.

NOTED
H. S. COX

Contract 5163
S-366(1)

February 19, 1970

Mr. Bruce Shaner
Curry County Engineer
P.O. Box 746
Gold Beach, Oregon 97444

Dear Bruce;

Enclosed please find the following data for Dans Point-Plywood Plant Section of FAS 258 (Jerry Flat Road) in Curry County.

1 Sheet Plans
1 Set Special Provisions
1 Finance Agreement
1 Maintenance Agreement
1 Sheet Log of Entire Route #258

The reason that plans are so sketchy on this project is that the County did all grading and basing for it and the project was, of course, only for paving.

It would appear that the county road does indeed end at the end of pavement, sawmill shops, or MP 4.58 as all are one and the same place. Federal, State, and County funds have been expended to this point.

I trust this bit of records will be sufficient to aid you.

Very truly yours,

H. S. Cox
County and City Engineer

HSC:mm

Encl.

NOTED
HAROLD
REYNOLDSON

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

FRED W. FLYNN, COMMISSIONER
BROOKINGS, OREGON

GUY H. FORSYTH, JUDGE
GOLD BEACH, OREGON

KENN[illegible] C. THOMPSON, COMMISSIONER
LANGLOIS, OREGON

CURRY COUNTY COURT
GOLD BEACH, OREGON

NOTED
Harold C. Ayers

MAY [illegible]

May 25, 1959

Oregon State Highway Department
County-City Relations
Salem, Oregon

Attention Mr. John F. Hageman
Re Contract #5163
FAS 258, Section Dan's Point to
Plywood Plant.

Dear Sirs:

Thanks for your itemized account of the above subject and your statement refunding $1,856.32. The receipt for same accompanies.

Your assistance and guidance on this road project has been much appreciated.

Yours truly,

Guy H. Forsyth

Guy H. Forsyth
County Judge

GHF/dp

RECEIVED
MAY [illegible] 1959
[illegible]
COUNTY & CITY RELATIONS

CURRY COUNTY TREASURER'S RECEIPT

GOLD BEACH, CURR COUNTY, OREGON

№ 6690

Date 5-25-59

RECEIVED FROM ORE ST. HIWAY DEPT

THE SUM OF EIGHTEEN HUNDRED FIFTY SIX & ^{32} $\$1856^{32}$

CREDITED TO:	AMOUNT $
	$
ROAD FUND	$\$1856^{32}$
	$
	$

RECEIVED FOR: REFUND RE: 2-27-58 AGREEMENT — DAHS POINT — PLYWOOD PLANT SECTION

Bernard I Mather

BERNARD I. MATHER, County Treasurer

Form A-150—10M—6-58

ROUTED
C. G. SWANSON

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No. 60449

Date May 20, 1959

Your Req. No.

Billing Request No. CG 480

Credit Distribution: 903-1020-29

Curry County
Gold Beach
Oregon

Attn: Co. Court

Final Billing: Dans Point - Plywood Plant Section, FAS 258, covered by agreement dated February 27, 1956

Original Advance Deposit	$ 16,250.00	
Less amount previously transferred	13,250.00	
Balance in Advance Deposit		$ 3,000.00
County's share total costs	$ 14,393.68	
Less amount previously transferred	13,250.00	1,143.68
To be refunded		$ 1,856.32

1959

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $................

By..

State Printing 13107

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

NOTED
V. R. JONES

May 20, 1959

Curry County Court ✓ Fas 258
Courthouse
Gold Beach, Oregon

Gentlemen:

Final costs are now available for the Dans Point-Plywood Plant Section of FAS 258 and, as per the attached cost statement, it has been determined that a refund is due the county in the amount of $1,856.32. This refund will be made by means of a check from our Accounting Division within the next few days.

Based upon the above final costs and the estimated cost of $108,000 for the North Fork Chetco River Section of FAS 259, Curry County will have an unprogrammed balance of fiscal year 1961 funds of approximately $17,000 (includes 60% federal, 20% state and 20% county funds). These funds may be programmed for a small project such as a short bridge or carried ahead and combined with future FAS funds when they become available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:cg

Att.

COMPLETED 9/25/58

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Curry Contract No. 5163 Date 5/20/59

FAS 258 Section Dans Point-Plywood Plant

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
Payments to contractor as per attached tabulation - - - - - - - - - -				$71,302.48
Credit for asphalt purchased under PA #1 - - - - - - - - - - - - - - - - -				167.85 CR.
Construction Engineering -				4,164.72
TOTAL CONSTRUCTION COSTS - - - - - - - - - - - -				$75,299.35
FEDERAL FUNDS COLLECTED FOR PROJECT - - - - -				$46,512.00

AGREED COUNTY SHARE OF TOTAL COSTS
(50% of difference between total costs and federal funds)
($75,299.35 - $46,512.00) X ½ = $14,393.68

Advance Deposit	$16,250.00
Less County Share Costs	14,393.68
REFUND DUE COUNTY - - - - - - - - - - - - - - -	$ 1,856.32

JPH:cg

Nov. 6, 1958

STATE OF OREGON,

To J. C. COMPTON CO., Dr.

County Curry

Postoffice address McMinnville, Oregon

Highway Gold Beach-Bagnell Ferry Road

Work done to Sept. 25, 1958

Contract No. 5163

Section Dans Point-Plywood Plant

Prefix No. S00-1035-201(41)

Estimate No. 3 Final

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. 3/4"-0 mat. in shoulders	c.y.	3.00	2,087	6,261.00	6,240.00	21.00
3. Preparation of base	mile	150.00	3.5	525.00	525.00	-
4. 3/4"-0 mat. in binder course	c.y.	4.00	580	2,320.00	2,320.00	-
5. RC-3 asphalt	ton	52.00	60.15	3,127.80	3,127.80	-
6. Class "B" asphalt concrete	ton	7.00	8,346.72	58,427.04	58,380.00	47.04
PA#1 Purchase 85-100 asphalt from contractor	ton	37.30	4.5	167.85	-	167.85
Force Account				473.79	473.79	-
Totals				71,302.48	71,066.59	235.89

Audited and approved by

Section Dana Point-Plywood Plant Prefix No. 500-1028-201(41) Estimate No. 3 Final

ITEMS	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. 3/4"-0 mat. in shoulders	c.y.	3.00	2,087	6,261.00	6,240.00	21.00
3. Preparation of base	mile	150.00	3.5	525.00	525.00	-
4. 3/4"-0 mat. in binder course	c.y.	4.00	580	2,320.00	2,320.00	-
5. RC-3 asphalt	ton	52.00	60.15	3,127.80	3,127.80	-
6. Class "B" asphalt concrete	ton	7.00	8,346.72	58,427.04	58,380.00	47.04
FA#1 Purchase 85-100 asphalt from contractor	ton	37.30	4.5	167.85	-	167.85
Force Account				473.79	473.79	-

Audited and approved by

Period covered To 9/25/58

Items Cont. 5163 Est. 3 Final

		Total Amount To Date	Previous Amount	Present Amount
	Totals	71,302.48	71,066.59	235.89
0	% Retained	-	2,132.00	2,132.00
	Total Payments	71,302.48	68,934.59	2,367.89

Computed by C. Palmer R. Gallison Checked by

To be paid contractors, this estimate, $ 2,367.89

Engineer O. A. Barnhart

Previous Voucher No. 25010

State Printing

RECEIVED
FEB [illegible] 1959
FOR FILING

Dans Point-Plywood Plant
Contract No. 5163

5163

NOTED
W. WILLIAMS

February 11, 1959

FINAL COST ANALYSIS

Paving
Contractor: J.C. Compton Co.
Resident Engineer: G.A. Barnhart

Gold Beach-Bagnell Ferry Rd.
Prefix 508-1028-201(41)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-0 Mat'l in Shoulders	2,087	Cu.Yd.	3.00	2.69	5,625.27	6,261.00
Preparation of Base	3.5	Mile	150.00	145.44	509.07	525.00
3/4"-0 Mat'l in Binder Course	580	Cu.Yd.	4.00	3.88	2,253.52	2,320.00
RC-3 Asphalt	60.15	Ton	52.00	46.63	2,805.21	3,127.80
Class "B" Asphaltic Concrete	8,346.72	Ton	7.00	6.11	51,005.49	58,427.04
PA#1 Purchase 85-100 Asphalt from Contr.	4.5	Ton	37.30	37.30	167.85	167.85
Force Account					473.79	473.79
					62,840.20	71,302.48
Work done for other agencies:						
Curry County					32,583.61	33,450.31
Plywood Company					36,168.49	40,129.47
Rinehart Slide Correction (Contract #5124)					1,607.58	1,914.60
State Maintenance					22.84	32.62
City and Private Work					4,591.15	6,110.60
					$137,813.87	$152,940.08

	Gross Revenue	Total Cost	Net Profit	Percent Profit of Gross Revenue
Contract No. 5163	71,302.48	62,840.20	8,462.28	11.87%
Work done for other Agencies	81,637.60	74,973.67	6,663.93	8.15%
	$152,940.08	$137,813.87	$15,126.21	9.88%

DETAIL OF COST

Labor:				
Labor			$ 24,690.37	
Labor Insurance and Health & Welfare			2,902.85	$ 27,593.22
Material:				
RC-3 Asphalt	143.99 Tons	m@ $26.55	3,822.92	
Freight on	143.99 Tons	@ $13.00	1,871.87	
85-100 Asphalt	908.58 Tons	@ $24.30	22,078.49	
Freight on	908.58 Tons	@ $13.00	11,811.54	
3/4"-0 Shoulder Aggregate	3,050 Cu.Yd.	@ $1.50	4,575.00	
Binder Aggregate	2,244 Cu.Yd.	@ $2.50	5,611.25	
Class "B" Asphaltic Concrete Aggregate	11,568.25 Cu.Yd.	@ $2.175	25,160.94	
Heat Oil	513 bbls.	@ $3.45	1,769.85	
Freight on	513 bbls.	@ $0.69	353.97	78,563.34
Equipment Rentals and Miscellaneous Supplies:				
Equipment Rental, Owned			13,533.47	
Equipment Rental, Hired			7,467.28	
Gas, Oil, and Grease			3,464.93	
Travel Expense			393.10	
License Fees			417.12	
Bond			726.56	
Miscellaneous Expense			74.74	
Home Office and General Overhead			4,180.25	30,257.45
Royalty on Aggregate 13,998.6 Cu.Yds. @ $0.10			1,399.86	1,399.86
				$ 137,813.87

BREAKDOWN OF PAVING COSTS

Move In	17,115.29	Ton	4,197.50	0.245
Feed and Mix	17,115.29	Ton	20,814.-1	1.216
Asphalt	17,115.29	Ton	33,722.18	1.970
Aggregate	17,115.29	Ton	25,160.94	1.470
TOTAL	17,115.29	Ton	83,894.63	4.901

*Haul & Place Contract 5163 Approx. 1.5 Mi. Haul	8,346.72	Tons	10,092.07	1.209
*Haul & Place Contract 5124 Approx. 21 Mi. Haul	191.46	Tons	669.10	3.49
*Haul & Place N. Bank Co. Rd. Approx. 11 Mi. Haul	3,007.17	Tons	6,475.28	2.153
Haul & Place Plywood Mill Approx 0.5 Mi. Haul	5,431.55	Tons	5,967.09	1.098
*Haul & Place City & private Approx. 8 Mi. Haul	133.73	Tons	360.45	2.697

* Includes Royalty paid on aggregate in asphaltic concrete.

Remarks:

This was a "Federal Aid Secondary Project" located on the Gold Beach - Bagnell Ferry Road in Curry County. The westerly end of the project was one mile easterly of the intersection from the Gold Beach - Bagnell Ferry County Road and the Oregon Coast Highway near the south end of the Rogue River Bridge at Gold Beach. The easterly end of the project was opposite the office of the U. S. Plywood Corporation. The overall length of the project was 3.5 miles.

The work to be done under this contract consisted of the construction of 3.5 miles of asphaltic concrete pavement; the construction of 3.5 miles of stone shoulders, and the performance of such additional and incidental work as called for by the plans and specifications.

The project was bid by J. C. Compton Company on February 27, 1958, and was awarded to them on April 9, 1958. The contractor began work on the project on June 4, 1958 and completed the project on September 15, 1958. The final estimate was dated November 6, 1958.

J. C. Compton Company hired the Calkins Crushing Company to produce the aggregate for the project. The Calking Crushing Company hired Tuss Bros., who began moving in and setting up their plant on a private bar across the road from the U. S. Plywood Corporation Plant. The plant consisted of a portable Cedar Rapids 40" x 24" roll crusher, augmented with a 3' Taylor Cone and a 24" x 96" double screen. It was fed with a D8 dozer which pushed the aggregate to the feeder.

They began crushing on June 17, 1958. The crushing progress was slow due to a large amount of down time caused by breakdowns. They completed the crushing for the project during the week ending August 1, 1958 and then began crushing for county and private work.

During the week ending August 1, 1958, J. C. Compton began moving in and setting up his continuous mix paving plant. He completed the set up on August 14, 1958.

On August 21, 1958 the contractor began preparing the base for the binder course. In this work he used a #12 power grader. On August 22, 1958 he shot the binder course/

He began paving on August 25, 1958 using a varying number of his own and hired trucks to haul the asphaltic concrete, a Barber green paver to place, a 3-wheel roller to compact, and a 3-wheel tandum roller to finish. He completed the paving on September 8, 1958.

On September 18, 1958 he began placing the shoulder aggregate using five 8-cubic yard trucks, a power grader, and a 3-leg roller. He completed this work on September 25, 1958 which finished the work on the project.

Remarks - Cont'd

While the contractor was in this area he did a large amount of work for other agencies.

The contractor having good supervision, good equipment and bid prices made a good profit.

M. N. Juve
Chief Cost Analyst

By

F. W. Sugnet

RECEIVED
FEB 20 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 25 1958
FOR FILING
S-366(1)

files

OREGON STATE HIGHWAY DEPARTMENT
(date)

November 24, 1958

(CONTRACT NO.) 5163	(EST. NO.)	(CONTRACTOR)	
5163	3 Final	J. C. Compton Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
27064	H229002	$ 2,367.89	11-21-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 90 workdays from Apr. 19, 1958

Time Extensions: None

Completion Date: Sept. 25, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Nov. 24, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:
NOV 24 1958
JC

NOTED ON CARD
cm

19

RECEIVED
NOV 14 1958
FOR FILING

[illegible]

5163

Nov. 13, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 5163 for paving on the Dans Point-Plywood Plant Section of the Gold Beach-Bagnell Ferry Road in Curry County was completed by the contractor, J. C. Compton Co., on Sept. 25, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $2,367.89 will be released to the contractor on or after Nov. 24, 1958. The total contract amount is $71,302.48, of which amount $473.79 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Gordon Carey Ins. Agency
334 Third St.
McMinnville, Oregon

NOTED ON CARD

RECEIVED
OCT 24 1958
FOR FILING

[illegible]

[illegible]

Oct. 23, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to J. C. Compton Company a portion of the funds heretofore retained by the Commission on Contract No. 5163, for paving on the Dans Point-Plywood Plant Section of the Gold Beach-Bagnell Ferry Road in Curry County.

This payment, in the amount of $13,153.22, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,132.00. The present payment will be released on or after Nov. 3, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Gordon Carey Ins. Agency
334 Third St.
McMinnville, Oregon

NOTED ON CARD
em

Form E-1—10M—7-57

S-366 (1)
5163

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FINAL REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 17, 1958

Section Dans Point-Plywood Plant

Kind of work Paving

Highway Gold Beach-Bagnell Ferry Road County Curry

Section prefix 508-1028 S-366 (1)

Contractor J. C. Compton Co.

Contract number 5163

Date of ~~contract~~ award April 9, 1958

Specified work days 90

Date work started Aug. 21, 1958

Work days used 36

Project authorization $81,241.88

Exclusive of engineering $75,464.68

Per cent of time elapsed 40.0 %

Estimated cost of completed project, exclusive of engineering $71,302.78

Estimated per cent ~~overrun or~~ underrun - 5.5 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $5,777.20

Engineering cost to date $3,430, 59.4 %

Date project was completed September 25, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semifinal estimate and final records were sent to Roseburg on Wednesday, Oct. 15, 1958.

This completes this project.

CONSTRUCTION DIVISION
RECEIVED
OCT 20 1958
NOTED - CE E | ACE W | ACE B | | COE P

Noted
M. N. Juve

Signed Res. Engr.

Address Box 515 Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					3.5
Miles partially completed					
Miles completed					3.5
Total estimated quantities (contract)					8,500 Tons
Total quantities corrected to date					8,346.72 T.
Estimated quantities moved or placed to date					8,346.72
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Showers		
Saturday			

RECEIVED
SEP 30 1958
FOR FILING

[illegible]

5163

September 29, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 25, 1958, on Contract No. 5163, Dams Point-Plywood Plant Section, in Curry County, in connection with Federal Aid Project No. S-366(1)

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Clarence G. Swanson

DBP:cr

RECEIVED

5165

OREGON STATE HIGHWAY DEPARTMEN
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division
Paving Section

Section **Dan's Point-Plywood Plant** Highway **Gold Beach-Pangnell Ferry**

County **Curry** MP **1** to MP **3.5** Contractor **J. C. Compton**

Resident Engineer **Barnhart** Inspector

Date Completed **Sept., 1958** Date Reported **Sept. 11, 1958**

Type and Thickness of Wearing Surface **3" B** A. C. Oil Mat **No** Seal.

N, S, [✓ E,] W from MP or Sta. 52+80

Mile	Wheel Count	Roughness		Test Run On		
		Total	Per Mile	Top	Base	Seal
1	750	93	93	X		
2	1500	184	91	X		
3	2250	266	82	X		
~~4~~ 3.5	3000	309 43 =	86	X		
5	3750					
6	4500					
7	5250					
8	6000					
9	6750					
10	7500					
11	8250					
12	9000					

Average Roughness Per Mile 88"

N, S, E, [✓ W] from MP or Sta. 184+80

Mile	Wheel Count	Roughness		Test Run On		
		Total	Per Mile	Top	Base	Seal
1	750	86	86	X		
2	1500	171	85	X		
3	2250	249	78	X		
~~4~~ 3.5	3000	296 47 =	94	X		
5	3750					
6	4500					
7	5250					
8	6000					
9	6750					
10	7500					
11	8250					
12	9000					

Average Roughness Per Mile 86"

Remarks: **East 1.5 miles dirty with scattered 3/4-0 rock, due to logging operations.**

0-75 Good

75-100 Fair

100+ Poor

NOTED
FORREST COOPER

Deputy State Highway Engineer
CC: Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

RECEIVED
[illegible]
FOR FILING

August 25, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 21, 1958, on Contract No. 5163, Dans Point-Plywood Plant Section, in Curry County, in connection with Federal Aid Project No. S-366(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:maj

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JUN 2[illegible] 1958
FOR FILING

Monthly Transaction No. 6-73	Fo -2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
Project Report No. S-366(1) 3	**FEDERAL-AID PROJECT AGREEMENT**	County Curry
		Project No. S-366(1)

5/6[illegible]

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Dans Point-Plywood Plant Section of the Gold Beach-Bagnell Ferry County Road, east of Gold Beach.

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	2/11/58	3.5
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 79,437.00	Federal funds $ 49,100.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Wm McInry
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **June 23, 1958**

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Dans Point - Plywood Plant Section, Project No. S-366(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RIC:mm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Sans Point - Plywood Plant Section
Gold Beach Agness Road
Curry County

NATURE OF WORK:

Paving

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5163 J. C. Compton Co. 4-9-58

DATE OF COMPLETION: 90 workdays from 4-19-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Dunn Point-Plywood Plant Section Project No. S-366(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HHC:alr

Oregon State Highway Department

Federal Aid Secondary
Project No. S-366(1)

DANS POINT-PLYWOOD PLANT SECTION OF THE GOLD BEACH-BAGNELL FERRY ROAD IN CURRY COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code 6201
Roadway (Sta. 52+80 to Sta. 237+60)(Contract No. 5163)

3/4" - 0 Material in Shoulders	2,300 cu. yds.	$3.00	$ 6,900.00
Sprinkling	90 M-gals.	3.00	270.00
Preparation of Base	3.50 miles	150.00	525.00
3/4" - 0 Material in Binder Course	350 cu. yds.	4.00	1,400.00
RC-3 Asphalt	60 tons	52.00	3,120.00
Class "B" Asphaltic Concrete	8,500 tons	7.00	59,500.00
			$71,715.00
Flagging (57½% of Contractors Cost)	All Required		500.00
	Subtotal		$72,215.00
	10% Engr. & Cont.		7,221.50
	Total		$79,436.50

Length of Roadway.	3.500 miles
Cost of Roadway per mile	$22,696.14

Federal Funds.	$49,100.00
State Funds.	15,168.25
County Funds	15,168.25
	$79,436.50

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
State Funds for Maint.: Chap. 529, laws, 1939

Note: Necessary funds have been deposited by Curry County with the Highway Department.

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR 3? 1958
FOR FILING

f-366(1)

5163

Apr. 29, 1958

J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5163, awarded Apr. 9, 1958, for paving on the Dans Point-Plywood Plant Section of the Gold Beach-Bagnell Ferry Road in Curry County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

Form A-150—10M—6-57

INVOICE

Oregon State Highway Department

SALEM, OREGON

NOTED
Harold C. Ayers

RECEIVED
APR 11 1958
ENGINEER
COUNTY & CITY RELATIONS

Curry County
Gold Beach, Oregon

Attn: County Court

Invoice No.	55062
Date	April 10, 1958
Your Req. No.	
Billing Request No.	cc 396
Credit Distribution:	500-1028-897

Advance Deposit	16,250.00
Partial transfer county's share total cost Dans Point-Plywood Plant Section, FAS 258, covered by agreement dated March 1958.	13,250.00
To be retained	$3,000.00

NOTED
C. G. [illegible]

[illegible]

By..............................

State Printing 4396

NOTED
V. R JONES

NOTED
Harold C. Ayers

April 9, 1958

Curry County Court
Courthouse
Gold Beach, Oregon

NOTED
John F. Hagemann

Gentlemen:

This is to acknowledge receipt of an advance deposit of $16,250 in connection with the Dans Point-Plywood Plant Section of FAS 258. Contract No. 5163 has been awarded to the J. C. Compton Company and a copy of the contract will be forwarded as soon as available.

I am returning your copy of the encroachment resolution and the plans and specifications for this project which were mailed with your deposit.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED
G. SWENSON

NOTED
[illegible] C. Ayers

IN THE COUNTY COURT OF THE STATE OF OREGON FOR CURRY COUNTY

RESOLUTION

RECEIVED
[illegible] 1958
ENGINEER
COUNTY & [illegible] RELATIONS

NOTED
[illegible] JONES

In the matter of)
ROADS - FAS 258)

NOTED
John F. Hagemann

WHEREAS, Curry County, a Political Subdivision of the State of Oregon, did enter into negotiations and did negotiate with the Oregon State Highway Commission for an FAS project on FAS road #258, said negotations covers paving of three and one-half miles of said FAS 258, better known as the Jerry's Flats Road, known to the State as the Gold Beach - Bagnell Ferry Road, and

WHEREAS, specifications for the project were set up by Oregon State Highway engineers acting for the County and acceptable to the Oregon Highway Commission and Bureau of Public Roads, and

WHEREAS, The Oregon State Highway Commission, acting for said project and for Curry County, called for bids for said paving on said project and received a satisfactory bid from the J. C. Compton Company of McMinnville, Oregon, in the amount of $81,241.88 and as per agreement between County and State, Curry County is now subject to an advance deposit of $16,250.00 which is approximately 20% of the total contract price, now

THEREFORE BE IT RESOLVED, That Curry County does hereby acknowledge above mentioned agreement and will pay to the said Oregon Highway Commission the advance deposit of $16,250.00 to be paid from the County Road Fund.

Dated this 5th day of March, 1958.

Guy H. Forsyth
Guy H. Forsyth, County Judge

D. O. Breedlove
D. O. Breedlove, Commissioner

Fred W. Flynn
Fred W. Flynn, Commissioner

NOTED
[illegible]

RECEIVED
APR 23 1958
FOR FILING

S [illegible]

51 [illegible]

April 9, 1958

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958 accepted your proposal for paving and stone shoulders on the Dans Point-Plywood Plant Section of the Goldbeach-Bagnell Ferry Road in Curry County for the sum of $71,715 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5163.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 9, 1958

J. C. Compton
McMinnville
Oregon

Gentlemen:

Contract for Dans Point-Plywood Plant Section of Goldbeach-Bagnell Ferry Road, Curry County for which you submitted low bid on February 27, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
Files
C. W. Head

FORM E-123X 27½M 10-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 6, 1958

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

COPY

Dear Mr. Polk:

Attached are three copies each of maintenance agreements and encroachment resolutions covering the following:

FAS 560, Polk County
Oregon Project S-149(4), Little Luckiamute River (Falls City) Bridge

FAS 258, Curry County
Oregon Project S-366(1), Dans Point-Plywood Plant Section

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

JDG:mm
Att.

RECEIVED
MAR 12 1958
FOR FILING

S-366(1)

5163

Salem, Oregon
March 5, 1958

[illegible] 34
[illegible] 135

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Curry County covering the Dans Point-Plywood Plant Section of FAS 258 in Curry County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Curry County.

Secretary

rn
Attach: 5

[illegible] 2/27

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1958

SUBJECT: FAS Project Agreements
Curry County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Dans Point-Plywood Plant Section of FAS 258 in Curry County. Two copies of the agreement have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on February 28, 1957.

John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
Paxson
ASST. STATE HIGHWAY ENGINEER
Date Feb. 25, 1958

AUTHORIZED BY HIGHWAY COMMISSION
DATE February 28, 1957
Secretary

see page 29 of the minutes, item (4d-2)

sign 4 copies.

RECEIVED
FEB 25 1958
OFFICE OF
STATE HIGHWAY ENGINEER

(A)

RECEIVED
MAR 6 - 1958
FOR FILING

March 5, 1958

County Court of Curry County
Court House
Gold Beach, Oregon

Gentlemen:

We are enclosing for the records and files of Curry County one fully executed copy each of a finance and maintenance agreement between the State Highway Commission and Curry County covering the Dans Point-Plywood Plant Section of FAS 258 in Curry County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

RECEIVED
MAR 4 - 1958
FOR FILING

March 3, 1958

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, accepted your bid in the amount of $71,715 for paving and stone shoulders on the Dans Point-Plywood Section of the Goldbeach-Bagnell Ferry Road in Curry County, which was the low bid received for this job on that day. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

NOTED
Harold C. Ayers

February 28, 1958

NOTED
V. R. JONES

Curry County Court
Courthouse
Gold Beach, Oregon

Gentlemen:

On February 27th a satisfactory bid was received from J. C. Compton Company of McMinnville for construction of the Dans Point-Plywood Plant section of FAS 258. As per the agreement between county and state, the following advance deposit is required prior to awarding of a contract.

Bid Items	$71,715.00
Flagging	500.00
12-1/2% engineering & contingencies	9,026.88
Estimated Total Cost.	$81,241.88
County advance deposit of 20%	$16,250.00

Please make this deposit by means of a check or warrant in the amount of $16,250 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of this deposit a contract will be awarded.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

Prefix 508-1028
Recvd. 4/9/58
C.N 5163

JFH:mm

NOTED
C. G. SWENSON

2-19-58

Oregon Project S-366(1)
FAS 258

RESOLUTION

WHEREAS, a county road in Curry County, State of Oregon, known as the Gold Beach-Bagnell Ferry County Road, is routed through the County of Curry, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Curry County, the section adopted for improvement being more particularly described as follows; to wit:

> From a point one mile east of the junction of FAS 258 with FAP Route 2 easterly to the U. S. Plywood Corporation Plant, a distance of 3.500 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Curry will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Curry County, Oregon, that no encroachments will be permitted on the county road known as the Gold Beach-Bagnell Ferry County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Curry County, Oregon, this 19th day of Feb, 1958.

By:

County Judge

County Commissioner D. D. Breedlove

County Commissioner Fred W. Flynn

ATTEST:
Reta C. Walker
County Clerk

cc-12(1956)

MEMO TO J. W. NASH
1/8/58

NOTED
John F. Hagemann

NOTED
Harold C. Ayers

FAS 258, CURRY COUNTY

TERMINI: From approximately 1 mile east of junction FAS 258 with FAP Route 2 easterly to the end of FAS 258 (Davis Point-Plywood Plant Section).

PROPOSED WORK: Construct 2-lane high type surface.

PROJECT LENGTH: 3.50 miles

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$108,000	$64,800	$21,600	$21,600 (County)

EXISTING FACILITY:
ROADWAY: This section is being reconstructed by Curry County through a crushed gravel leveling course 24' to 26' in width. The reconstruction work being performed by Curry County meets approved highway department standards.

STRUCTURES: None

ADJACENT SECTION:
EAST END: End FAS route.
WEST END: 18' asphaltic concrete with 3' to 4' shoulders.

PROJECT DATA:
ROADWAY: Construct asphaltic concrete 4" deep by 18' wide with 4' shoulders on grade and base prepared by Curry County.
STRUCTURE: None

ROW WIDTH: 50' minimum

MINIMUM DESIGN STANDARDS: No exceptions

ACCESS CONTROL: None

RR XING: None

SYSTEM ACTION: None required

UNUSUAL OR COMPLICATED SITUATION: None

FAS 258 extends from Gold Beach easterly along the south bank of the Rogue River to the U.S. Plywood Plant east of Gold Beach. Its principal service is as an access road to the plywood plant. It is also a school bus and mail route.

JFH:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FAS 256 County Clay Contract No.

Section

Location [illegible] E.

[illegible] E

7-11-57

57-C-107

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
[illegible]

June 13, 1957

NOTED
Harold C. Ayers

Curry County Court
Gold Beach, Oregon

[illegible] 258

Attention: Hon. Guy E. Forsyth
County Judge

NOTED
John F. Hagemann

Gentlemen:

Reference is made to your letter of June 10 in response to our telephone call, concerning engineering services during the paving operation on the Jerry's Flat Road. This letter authorizes the use of State Highway Department personnel for the inspection and engineering work on this section of road.

I am, by a copy of this letter, requesting the Division and Resident Engineers to make an estimate of the cost and secure an advance deposit from the County to cover these services.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. J. D. Morgan
Mr. George Barnhart
Mr. C. G. Swenson

RECEIVED
JUN 13 1957
ENGINEER
[illegible]

NOTED
C. G. SWENSON

NOTED
JOHN D. [illegible]

NOTED
Harold C. Ayers

Salem, Oregon
April 22, 1957

Dan's
Davis Point-US Plywood Plant
FAS 258, Curry County

Mr. Tom Edwards
OFFICE

NOTED
John F. Hagemann

The field data for the subject named project has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission with the exception of the shoulder width. The typical section sent in from the field shows shoulders varying from 2' to 4' while the county initially advised that sufficient width would be graded and based to permit 4' shoulders throughout. Knowing Curry County, the field data is probably correct; however, we will no doubt experience some difficulty in obtaining program approval from the B.P.R. unless we are able to submit some information as to the extent of the 2' shoulder sections and justification for this width at these points. Any information along these lines would be appreciated.

This section was initially proposed as a fiscal year 1959 project for construction next year. Due to other contract work in the area it would probably be desirable to perform the work during 1957 if possible. Insofar as available fiscal year 1958 funds are concerned, this could be worked out; however, in a telephone conversation with the county judge on this date I was unable to obtain any definite information as to the date the county can be expected to finish the grade and base work. The judge said he would advise me as soon as this information was available. In the meantime I would suggest we sit on this project until further notice.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

cc: V. G. O'Neil
Frank Hall

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
V. R. JONES

March 5, 1957

Curry County Court
Courthouse
Gold Beach, Oregon

NOTED
Harold C. Ayers

J. F. [illegible]

Gentlemen:

On February 28th the Highway Commission approved the project on FAS 258 as described in the attached tabulation. This description is believed to conform with the County's request.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

CURRY COUNTY
PROPOSED PROJECT

FAS 258, Dans Point-U.S. Plywood Plant Section, Approximately 3.5 Miles, $100,000. This section extends from the end of the asphaltic concrete pavement presently under county contract which is approximately 1 mile east of the junction of FAS 258 with the Oregon Coast Highway at Gold Beach, easterly to the end of FAS 258 near the office of the U.S. Plywood Plant.

The proposed project is to place 4" of asphaltic concrete pavement 18' in width with 4' shoulders on the grade and base prepared by the county. The County is presently negotiating with U.S. Plywood for a cooperative project to perform the required grading and place the base and leveling course. The survey for this grading and basing work will also be performed by Curry County in cooperation with the plywood company.

Judge Forsyth should be contacted relative to the above project.

(57-b)
2/8/57

RECEIVED
JAN 29 1960
FOR FILING

W. C. Williams

NOTED
W. C. WILLIAMS

January 25, 1960

FINAL COST ANALYSIS

Minam-Rock Creek Section
Contract No. 5164

Grading & Paving
Contractor: McNutt & Sons
Resident Engineer: L. V. Blickenstaff

Wallowa Lake Hwy.
Prefix No. 32-1025

5164

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	17,500.00	11,172.93	11,172.93	17,500.00
Drainage Excav., Unclass.	1,067.57	Cu. Yd.	3.00	4.27	4,559.95	3,202.71
General Excav., Unclass.	360,374.6	Cu. Yd.	0.38	0.59	214,376.89	136,942.35
Short Overhaul	692,659.7	Yd. Sta.	0.015	0.02	15,029.12	10,389.90
Long Overhaul	8,178.04	C-Yd. Sta.	0.40	0.54	4,461.51	3,271.22
Finish R. B. & Slopes	7.6	Mile	550.00	774.70	5,887.77	4,180.00
Rounding Cutbanks	6,050	Lin. Ft.	0.20	0.22	1,347.16	1,210.00
18" Corr. Metal Pipe	630	Lin. Ft.	4.59	5.06	3,192.29	2,891.70
24" Corr. Metal Pipe	334	Lin. Ft.	6.76	7.41	2,474.33	2,257.84
36" Corr. Metal Pipe	72	Lin. Ft.	14.48	16.00	1,152.60	1,042.56
60" Corr. Metal Pipe	64	Lin. Ft.	38.15	42.91	2,746.63	2,441.60
12" Concrete Pipe	159	Lin. Ft.	2.88	3.30	525.77	457.92
18" Concrete Pipe	717	Lin. Ft.	4.71	5.29	3,799.29	3,377.07
24" Concrete Pipe	162	Lin. Ft.	6.63	7.41	1,200.77	1,074.06
36" Concrete Pipe	150	Lin. Ft.	12.65	14.17	2,126.07	1,897.50
7'0" x 5'-1" Struct. Plate Pipe Arch, 12 ga.	58	Lin. Ft.	60.79	68.84	3,993.27	3,525.82
Salvage Culvert Pipe	176	Lin. Ft.	5.00	6.61	1,084.62	880.00
**Metal Guard Rail	8,413.5	Lin. Ft.	3.00	2.14	18,019.19	25,240.50
**Metal Site Posts	200	Lin. Ft.	2.50	2.30	461.56	500.00
Coarse Cr. Mat'l in Base	54,185	Cu. Yd.	1.80	1.47	79,708.31	97,533.00
3/4"-0 Mat'l in Base	12,606	Cu. Yd.	1.95	1.41	17,808.39	23,606.70

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Sprinkling	6,055.5	M-Gal.	2.00	0.91	5,519.00	12,111.00
*Preparation of Base	7.6	Mile	300.00	319.25	2,426.30	2,280.00
*3/4"-0 Mat'l in Binder Crse.	1,386	Cu. Yd.	3.55	2.71	3,763.35	4,920.30
*MC-2 Asphalt	141.36	Ton	52.00	47.10	6,658.20	7,350.72
*Asphaltic Conc. Mixture	22,674.81	Ton	4.50	2.81	63,648.84	102,036.65
*85-100 Asphalt in Mixture	1,283.56	Ton	40.00	39.45	50,639.52	51,342.40
*Extra for Asph. Conc. Appr.	8	Each	30.00			240.000
Type 1 Fence	1,614.85	Rod	3.20	4.22	6,827.60	5,167.52
Type 2 Fence	87.15	Rod	5.00	6.67	581.41	435.75
14' x 48" Metal Gate	10	Each	80.00	92.04	920.41	800.00
1/2"-1/4" Crushed Mat'l in S.P.	1,132.83	Cu. Yd.	3.35	1.49	1,698.09	3,794.98
1/4"-#10 Crushed Mat'l in S.P.	1,849.71	Cu. Yd.	3.35	1.49	2,772.62	6,196.71
*PA#2 1-1/2"-0 Cr. Rock Furnish and Place	682	Cu. Yd.	1.25	1.47	1,003.27	852.50
PA#4 Purchase Excess C.M.P.	100%	All	137.45	144.98	144.98	137.45
**PA#5 Paint & Reflectorise Sight Posts	200	Each	1.85	1.76	353.50	370.00
PA#6 Cut Culvert Pipes	5	Each	5.00	5.99	29.98	25.00
Force Account (Labor & Equipment)					2,100.68	2,295.49
Force Account (State participation in flagging)					8,979.54	8,979.54
					553,065.32	552,758.28
Sale of logs						2,000.00
						$ 554,758.28

FINAL COST ANALYSIS - Contract No. 5164
Minam-Rock Creek Section

	Gross Revenue	Total Cost	Net Profit	Net Loss	% Profit	% Loss
McNutt & Sons	416,382.10	439,822.25		23,440.15		5.63%
*Babler Bros.	132,933.02	107,799.91	25,133.11		18.9%	
**Hannon Bros.	5,443.16	5,443.16				
	554,758.28	553,065.32	1,692.96		.03%	

* & ** All or in Part

CRUSHING BREAKDOWN - Contract No. 5164

	Quantity	Unit	Cost	Unit Cost
Move In	89,482	Cu.Yd.	12,915.13	0.144
Drill and Shoot	89,482	Cu.Yd.	18,709.21	0.209
Feed Crusher	89,482	Cu.Yd.	20,969.74	0.234
Crushing	89,482	Cu.Yd.	35,204.81	0.393
Total Crusher Cost	89,482	Cu.Yd.	87,798.89	0.981
Haul to Road and Stockpile	69,955.54	Cu.Yd.	17,775.61	0.254
Place and Process	66,973	Cu.Yd.	15,788.95	0.235
Stockpile Crushed Material	2,982.54	Cu.Yd.	786.40	0.263
Total cost of Crushing, Hauling, Placing & Processing	66,973	Cu.Yd.	98,450.31	1.47
Total Cost of Crushed Material in Stockpile	2,982.54	Cu.Yd.	4,467.85	1.498

The crushing plant operated 442 hours for an average of 202 cubic yards per working hour.

DETAIL OF COST - Contract No. 5164

Labor:				
Labor			$ 167,178.30	
Labor Insurance			10,078.47	
Health and Welfare			4,900.63	$ 182,157.40
Equipment Rental and Miscellaneous Supplies:				
Equipment Rental, Owned			153,921.46	
Gas, Oil and Grease			29,309.24	
Explosives, Drill Seteel, etc.			12,837.47	
Move In			8,075.12	
Small Tools and Miscellaneous Supplies			5,695.98	
Bond			2,295.01	
Home Office and General Overhead			16,717.83	
Quarry Lease			1,000.00	229,852.11
Materials:				
18" Corr.Metal Pipe	650 Lin. Ft.	@ $2.82	1,833.00	
18" Corr.Metal Pipe Bands	21 Each	@ $2.82	59.22	
24" Corr.Metal Pipe	348 Lin. Ft.	@ $4.39	1,527.72	
24" Corr.Metal Pipe Bands	13 Each	@ $4.39	57.09	
36" Corr.Metal Pipe	72 Lin. Ft.	@ $8.60	619.20	
36" Corr.Metal Pipe Bands	4 Each	@ $8.60	34.40	
60" Corr.Metal Pipe	64 Lin. Ft.	@ $19.15	1,225.60	
60" Corr.Metal Pipe Bands	3 Each	@ $19.15	57.45	
12" Concrete Pipe	159 Lin. Ft.	@ $1.20	190.80	
18" Concrete Pipe	717 Lin. Ft.	@ $2.50	1,792.50	
24" Concrete Pipe	162 Lin. Ft.	@ $3.75	607.50	
36" Concrete Pipe	150 Lin. Ft.	@ $7.00	1,050.00	
7'-0" X 5"-1" Struct. Plate Arch, 12 ga.	58 Lin. Ft.	@ $30.61	1,775.38	
Metal Guardrail with bolts and posts	8,413.5 Lin. Ft.	@ $1.54	12,956.79	
Metal Sight Posts	200 Each	@ $1.26	252.00	
Type 1 Fence, complete with wire and posts	1,614.85 Rod	@ $1.72	2,779.15	
Type 2 Fence, complete with wire and posts	87.15 Rod	@ $2.74	239.85	
14' X 48" Metal Gates	10 Each	@ $29.78	297.76	
Woven Wire Fencing	2 Rolls	@ $18.91	37.82	
Barbed wire	1/2 Sp.	@ $10.92	5.34	
2" Plastic Pipe w/fittings	80 Lin. Ft.	@ $0.481	38.55	
Portland Cement	8 Sacks	@ $1.50	12.00	
3' x 3' x 3/16" flat iron	1 pc.	@ $9.24	9.24	
5/8" Round Iron Rod	5 Lin. Ft.	@ $0.124	.62	
Nails, 18^d	28 Lbs.	@ $0.179	5.00	

DETAIL OF COST CONT'D - Contract No. 5164

Materials Cont'd:				
Cable Clamps	2 Each	@ $0.55	1.10	
Bridge Timbers	All		327.66	
Bolts	40 Lbs.	@ $0.50	20.00	27,812.74
Subcontractors:				
Babler Bros.			132,933.02	
Hannon Bros.			5,443.16	138,376.16
		TOTAL COST		$ 578,198.43

Remarks - Contract No. 5164

This was a "Federal Aid Primary Project" consisting of the construction of 7.6 miles of highway roadbed, involving 360,374 cubic yards of excavation; the construction of 7.6 miles of stone base and shoulders, involving 66,973 cubic yards of crushed materials; the construction of one structural plate pipe arch culvert; the construction of 7.6 miles of asphaltic concrete pavement, involving 22,674 tons of asphaltic concrete; the construction of 1,614 rods of Type 1 fence and 87 rods of Type 2 fence; and the furnishing of 2,982.5 cubic yards of crushed materials in stockpiles on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County.

This project was bid February 27, 1958, awarded April 9, 1958 and completed April 20, 1959.

The contractor began clearing with a crew of four men on March 13, 1958 starting at Station 444 and progressed west. Clearing was done only on sections that would not interfere with traffic. One D8 dozer was put to work clearing the following week.

Grading operations were started Monday, March 4th using one D8 dozer and D8 tractor and an 80-D scraper. Work was not continuous due to rainy weather. One more dozer and one tractor with scraper, one 3/4-cubic yard shovel and one #12 caterpillar grader were put to work April 7th with the major work being done on the channel change at Station 280.

Rain and showery weather the following six weeks caused considerable work stoppage and slowed down movement of grading equipment. A union strike against the A.G.C., on May 13th caused a one week shut down.

Because the contractor was not a member of A.G.C., the union allowed work to be resumed again on May 26th. The contract now had one 3/4-cubic yard shovel, one power grader, four dozers, two tractors and scrapers, two Euclid S18 scrapers and a labor crew of eight men working on the project. Two dozers with rippers and two S18 scrapers worked in cuts in the vicinity of Station 286 and two tractors and scrapers worked near Station 440. Pipe crews installed culvert pipe on the east end of the project. The type of material being excavated made it difficult to make a suitable roadbed for good, even flow of traffic.

A drilling crew, airtrac, and 600 c.f.m. compressor was moved in May 26th and began drill in the cut at Station 360.

A 2-1/2-cubic yard shovel and two S18 end dump wagons were put to work in the cut at Station 285 on June 23rd. Material in this cut had to be handled by shovel because of limited working area and size of material.

Units of the crushing plant were moved into the quarry area on June 23rd but no attempt was made to assemble it. A week was spent in exploration of the quarry site. The contractor apparently thought the quarry did not contain enough quantities of suitable material so he moved the plant to a private source up Skylight Canyon near Station 325.

Production of base rock began July 28th and placed at the east end of the project and working toward the west. Approximately 2,000 cubic yards a day were placed and processed. Production of base continued until August 13th when the plant was changed over to produce 3/4"-0 material to be stockpiled for later use. During the week of August 25th to 30th, part of the 3/4"-0 production was stockpiled and part placed on the road. On September 1st, the plant was changed again to produce 2"-0 base material. Production of base continued until October 4th with most of the base placed and the balance required stockpiled. The crusher was now changed over to the production of paving aggregate.

Babler Bros., paving contractor, moved in their oiling equipment Friday, October 3rd and began shooting and placing the binder course Tuesday, October 7th. Binder was placed from Station 330 to 444. The following week the binder was placed from Station 90 to 230.

Babler Bros.' paving plant was moved in the later part of September and set up near the crushing plant site. Paving operations were started October 6th with the base course being laid from Station 444 to 230. The following week the top course was completed from Station 444 - 295. Paving on the entire project was completed Tuesday, October 28, 1958.

The crushing plant continued to operate producing 1.4"-0 materials for stockpiles. Production of stockpile materials was completed November 1, 1958.

Both the paving plant and the crushing plant were disassembled and removed from the project the following week.

Hannon Bros. began work on guard rail on Monday, November 3rd. Materials were furnished by McNutt & Sons. All the guard rail was installed by December 6th but only 6,400 feet of rail had been painted with one coat and 2,000 feet had no paint. The painting of guardrail had to be discontinued because of cold and wet weather. This work was completed April 25, 1959.

A substantial loss was suffered by the contractor and this, I believe, was due to a number of reasons. It is to be noted that the loss was mainly in the grading phase of the project. The grading was done mostly through a late rainy weather season causing numerous delays and slow down of mobile grading equipment. The contractor was unable to work to full capacity of equipment due to these conditions. The excavation materials were unruly to handle because of size of rock and wet mixtures of earth. Constant interruption of movements of equipment caused by traffic congestion increased the time element in the movement of materials.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

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1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

August 6, 1959

(CONTRACT NO.) 5164 (EST. NO.) (CONTRACTOR)

5164	12 Final	McNutt And Sons, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18614	008863	$ 16,624.55	8/4/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion date: 120 workdays from April 19, 1958

Time Extensions: None of record

Completion Date: April 20, 1959

Date Accepted: November 5, 1959

Penalties: None of record

Claims: Merritt A. Hickson claim for wages ($250.18). No request from surety to withhold claim.

Remarks:

Date: August 6, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query H.
Floyd Query
Secretary

Warrant Mailed: NOV -9 1959

NOTED ON CARD
dc

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364

July 21, 1959

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.,
Tacoma 1, Washington

Gentlemen:

State Highway contract #5164 for grading-paving the Minam-Rock Creek Section of Wallowa Lake Highway in Wallowa County was completed April 20, 1959, by the contractor, McNutt & Sons, Inc., but has not as yet been accepted by the Commission.

Final payment in the amount of $16,624.55 will be released to the contractor after acceptance by the Commission. The total contract amount is $552,758.28, of which amount $11,275.03 represents force account items.

A claim has been filed against this contract by Merritt A. Hickson, of which you have previously been notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

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MAY 25 1959
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5164

May 25, 1959

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.,
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to McNutt & Sons, Inc., on contract #5164, covering grading-paving on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County.

This payment, in the amount of $1,593.78 will be released to contractor on or after June 4, 1959. The retained percentage is $16,581.46.

There is a claim filed against this project by Merritt A. Hickson, of which you have been previously notified, in the amount of $250.18.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

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May 5, 1959

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Completion - Erosion Control Work
Minam-Rock Creek Section
Wallowa Lake Highway
Contract No. 5164, F. A. P. No. F-40(7)

Dear Mr. Polk:

The erosion control work on the subject job, authorized in Order for State Force Work dated July 1, 1958, was completed April 5, 1959.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Staff Engineer

Bc Mr. M. H. Astrup

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5164

April 28, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed April 20, 1959, on Contract No. 5164, Minam-Rock Creek Section in Wallowa County in connection with Federal Aid Project No. F-40(7).

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

cc: Clarence G. Swensen

A

Form E-1-

F-40(7)
5164

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 25, 1959

Section Minam-Rock Creek

Kind of work Grading & Paving

Highway Wallowa Lake County Wallowa

Section prefix 32-1025

Contractor McNutt & Sons, Inc.

Contract number 5164

Date of contract April 9, 1958

Specified work days 120

Date work started March 13, 1958

Work days used 120

Project authorization $593,796.36

Exclusive of engineering $550,856.17

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $550,950.83

Estimated per cent overrun or underrun none %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $42,940.17

Engineering cost to date $40,360.00, 94 %

Date project was completed April 20, 1959

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The guard rail crew returned and finished the guard rail Monday.

This job is now complete except for cleaning up the quarry site and the removal of the grading equipment from the job.

CONSTRUCTION DIVISION
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NOTED
JOHN R. OAKES

Signed J. V. Blickenstaff Res. Engr.

Address Box 73 Elgin, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.85	7.85			7.85
Miles partially completed					
Miles completed	7.85	7.85			7.85
Total estimated quantities (contract)	344,600	67,000			23,000
Total quantities corrected to date	360,375	66,291			22,675
Estimated quantities moved or placed to date	360,375	66,291			22,675
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Men	3
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	1
Men and tractors	

Equipment used during week: Shovels ...., **Power graders** ...., **Rollers** ...., **Mixers** ...., **Crushing or screening plants** ....

Compressors 1, **Bulldozers** ...., **Compaction rollers** ...., Spray outfit 1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday	Fair all week		
Wednesday			
Thursday			
Friday			
Saturday			

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FEB 27 1959

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E 11(2)

5164

Feb. 26, 1959

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

It is the intention of the State Highway Commission to release to McNutt and Sons, Inc., a portion of the funds heretofore retained by the Commission on contract No. 5164, for grading and paving on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County.

This payment, in the amount of $22,760.51, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $16,532.16. The present payment will be released on or after March 9, 1959.

There is a claim filed against this project, of which you have been previously notified, in the amount of $250.18.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

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FEB 17 1959
FOR FILING

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5164

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File

Feb. 16, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Geo. C. Stephens
Public Records Section

Dear Sir:

Thank you for your letter of February 6, 1959, which had attached to it three copies of a claim in the sum of $250.18, filed in your office by Merritt A. Hickman for labor performed under Contract No. 5164, McNutt & Sons, Inc., your file No. 3633.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWB:em

NOTED ON CARD
em

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

February 6, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Mr. Merritt A. Hickman, Route #1, Box 234, Springfield, Oregon and filed as of this date, a notice of claim by Merritt A. Hickman for labor performed in the sum of $250.18 against the bond taken from McNutt & Sons, Inc., principal and The United Pacific Insurance Company, surety, for the work of grading and paving the Minam-Rock Creek Job on the Wallowa Lake Highway, Wallowa County. State Highway Contract No. 5164.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens
Public Records Section

GS:er

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FEB 17 1959
FOR FILING

F-4[illegible]

5164

files

Feb. 16, 1959

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

Attached is a copy of a claim in the amount of $250.18, which has been filed with the Secretary of State by Merritt A. Hickson for labor performed for McNutt & Sons, Inc., Eugene, on our Contract No. 5164 for grading and paving the Minam-Rock Creek Section project in Wallowa County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em
Attach.

cc: Mansfield & Co.
1975 S. W. 5th Ave.
Portland 1, Oregon

McNutt & Sons, Inc.
432 W. 11th
Eugene, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
em

[illegible]

[illegible] is hereby given that the undersigned Merritt A. Hickson has a claim for labor performed by myself under the [illegible] wage scale which was retro-active to March 31, 1938 in the sum of two hundred fifty dollars and eighteen cents ($250.18) against the bond taken from [illegible] and Sons, Inc. and The United Pacific Insurance Company for the work of grading and paving the Minam-Rock Creek Job on the Wallowa Lake Highway, Wallowa County, Contract No. [illegible].

Merritt A. Hickson

Merritt A. Hickson

#3633

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FEB 6 193[illegible]
HOWELL APPLING JR.
SECRETARY OF STATE

[illegible]

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RECEIVED
JAN 29 1959
FOR FILING

F 40 (7)

5164

January 27, 1959

United Pacific Insurance Company
Medical Arts Building
Tacoma, Washington

Gentlemen:

Attached is a photo copy of a letter referred to this office by Mr. L. H. Young, Assistant Construction Engineer. Mr. Merritt A. Hickson, writer of the letter, alleges that McNutt and Sons, Inc., owes him the sum of $250.18 less deductions for wages which appear to have been earned on our Contract No. 5164, awarded to McNutt and Sons, Inc., for grading and paving the Minam-Rock Creek Section of the Wallowa Lake Highway, Wallowa County.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: United Pacific Insurance Company
Mansfield and Company, Agent
1975 S. W. 5th Avenue
Portland 1, Oregon

McNutt and Sons, Inc.
432 W. 11th
Eugene, Oregon

Mr. Merritt A. Hickson
Route 1, Box 234
Springfield, Oregon

L. H. Young

NOTED ON CARD
om

January 27, 1959

Mr. Merritt A. Hickson
Route #1, Box 234
Springfield, Oregon

Dear Mr. Hickson:

Your undated letter to the State Highway Department at LaGrande concerning retroactive pay which appears to be owed to you by McNutt and Sons, Inc. has been referred to this office for reply.

The Minam-Rock Creek Job on which you worked is our Contract No. 5164, awarded to McNutt and Sons, Inc., for grading and paving on the Wallowa Lake Highway, Wallowa County.

The United Pacific Insurance Company, 1975 S. W. 5th Avenue, Portland 1, Oregon, furnished the performance bond with this contract, which bond is given to assure completion of the job and the payment of all labor and material bills incurred in it.

The State does not attempt to determine the validity of claims; however, if you wish to protect your claim under the bond for a period longer than six months following acceptance of the contract, you may do so by filing the claim with the Secretary of State. For your convenience we have attached excerpts from the Oregon laws outlining the filing procedure. As yours appears to be a labor claim you may also, if you wish, file your claim with Mr. Norman O. Nilsen, Commissioner of Labor, 325 State Office Building, Salem, Oregon.

In the meantime your letter will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc
Encl.

cc: L. H. Young

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 26, 1959

SUBJECT: Minam-Rock Creek Section
Wallowa Lake Highway
Contract No. 5164

To:

Mr. Floyd Query
Secretary
Office

In accordance with our conversation this date, I am forwarding herewith three copies of a letter from Merritt A. Hickson, who was employed by McNutt & Sons, Inc., on the construction of the subject named section of highway.

Mr. Hickson alleges that he has some retro-active pay coming.

Will you please process this claim in the normal manner and advise Mr. Hickson the various recourses open to him in settlement of his claim.

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

cc: A. F. Parson

[illegible]
[illegible]

Route #1, Box 254
Springfield, Oregon
January 16, 1959

State Highway Department
La Grande, Oregon

Attn: Resident Engineer

Dear Sir:

I was employed by [illegible] during the time they did the construction work on the [illegible] Creek job. According to the terms of the new contracts signed by the Hoisting and Portable Engineers, Local 701 and the Associated General Contractors, the new scale was retroactive to March [illegible], 1958. [illegible] are members of Hoisting and Portable Engineers but refuse to pay this retro-active pay.

The amount I am entitled to under these terms is $[illegible] less deductions.

Is it possible that you can help me collect these wages? Any help you can give me will be greatly appreciated as I feel these are earned wages and all the other Construction Companies paid their retro-active pay immediately.

Please advise as to what I should do if you cannot be of any help.

Thank you for your attention.

Yours truly,

[illegible] A. [illegible]
Route #1, Box 254
Springfield, Oregon

RECEIVED
[illegible]
DIVISION OFFICE
LA GRANDE

RECEIVED
FORM 2-120-X 37.5M 10-58

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

F-40(7)

5164

January 26, 1959

Mr. Lyle J. Jacobson
Vice President
McNutt & Sons, Inc.
827 N. Mill Street
Springfield, Oregon

Minam-Rock Creek Section
Wallowa Lake Highway
Contract No. 5164

Dear Sir:

Your letter of January 9, covering a claim for additional compensation due to the fact that you did not consider the State-provided quarry suitable has been referred to this office. Investigation of your claim has been made and we have found as follows:

1. There is quarry rock within the State specified source. The rock is still there. We believe it to be of sufficient quantity to have done this job.

2. This rock was higher up in the quarry than you wished to operate as you did not believe that it would make an economical operation at your bid price.

3. The testing that was done by you at the quarry site and adjacent thereto was done at a lower elevation than the visible outcrops indicated the main body of rock to be.

4. It is quite possibly true that your selection of an alternate source proved more economical from the standpoint of production costs. If true, you have realized the benefits from the use of an alternate source.

5. Your statement that it was mutually agreed between yourself, our resident engineer and geologist to the effect that the State furnished source of materials would not provide suitable rock is denied by these people. As a matter of fact, it is generally felt that the State furnished quarry is better than the one you adopted as an alternate source.

In view of the above, your claim for additional compensation must be rejected.

Very truly yours,

Tom Edwards

Tom Edwards
Construction Engineer

RECEIVED
JAN 26 1959
OFFICE OF
STATE HIGHWAY ENGINEER

LHT:fp
cc: Forrest Cooper
A. F. Parson

McNutt & Sons, Inc.
827 N Mill Street
Springfield, Oregon

January 9, 1958

L. V. Blickenstaff
Resident Engineer
Box 73
Elgin, Oregon

Dear Mr. Blickenstaff

McNutt & Sons, Inc. spent considerable time and effort prospecting the designated quarry site located approximately 400 ft. North of Station 151-97, on Minam-Rock Creek section of Wallowa Lake Highway. We found the rock bed mainly in ridges of very insufficient quantities and proved very conclusively that the rock available, consisted largely of a decomposed volcanic nature or a cindering material which would not meet the high aggregate standard of the State of Oregon.

We went over our prospecting of the area in detail with the Resident Engineer and the State Geologist and offered to try any other method or approach to find suitable rock that they might suggest.

As it was mutually agreed that the designated quarry site could not furnish rock that could be economically or practically utilized in the manufacture of the contract items the contractor at his own expense secured a desirable quarry site in the vicinity of Fountain Canyon adjacent to Station 325-53. This rock satisfactorily met all of the State of Oregon specifications.

As the prospecting of the designated quarry and the securing of a usuable quarry site greatly increased the expenses and hardships to the contractor, we feel it is necessary as well as in order to ask for some relief. We have listed the expenses incurred and would appreciate receiving these amounts on our next estimate.

Sincerely
McNutt & Sons, Inc.

Lyle J. Jacobson

Lyle J. Jacobson
Vice President

Cost to abandon State Quarry Minam-Rock Creek

Wallowa Lake Highway

1. Cost to acquire new quarry (Purchase)	Cash	$ 750.00
	Rock	250.00
	Total	1,000.00
2. Cost to Repair Fountain (based on Resident Engineers letter, dated December 19, 1958)		500.00
3. Labor		
a. Wages (Period ending June 30, 1958)		790.84
1. Taxes & Insurance		52.98
2. Health & Wealfare		24.00
B. Wages (Period ending July 11, 1958)		5.30
1. Taxes & Insurance		.36
2. Health & Welfare		.20
	Total	873.68
4. Equipment Rental		
a. Rental (Period ending June 30, 1958)		2,261.85
b. Rental (Period ending July 11, 1958)		12.00
	Total	2,273.85
5. Materials & Supplies		
a. 48 cases of 2¼ X 16 powder @ $19.65 per CWT		471.84
b. 50—30 ft. caps #1-2-3 delays @ $53.25 C		26.63
	Total	498.47
6. Bid Items #32 & #33 (Crushed material in Stockpile)		
Increase in hal from Station 151-325 $.30 ($.10 per yard mile) 2,820 yds.		846.00
Total Labor, Equipment and Materials Cost Plus Bid Items #32 and #33		5,992.00
Contractors Percentage Allowance @ 15%		898.80
Total Costs to Abandon State Quarry		6,890.80

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5164

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section Minam-Rock Creek Highway Wallowa Lake Prefix 32-1025

County Wallowa MP______ to MP_______ Contractor McNutt and Sons

Resident Engineer L. Blickenstaff Inspector__________

Date Completed October, 1958 Date Reported November 6, 1958

Type and Thickness of Wearing Surface B A. C.____Oil Mat__________Seal.

N, S, E, [✓ W] from MP or Sta. 44+00							N, S, [✓ E], W from MP or Sta. 444+00						
Mile	Wheel Count	Roughness		Test Run On			Mile	Wheel Count	Roughness		Test Run On		
		Total	Per Mile	Top	Base	Seal			Total	Per Mile	Top	Base	Seal
1	750	81	81	x			1	750	83	83	x		
2	1500	164	83	x			2	1500	162	79	x		
3	2250	249	85	x			3	2250	247	85	x		
4	3000	348	99	x			4	3000	334	87	x		
5	3750	434	86	x			5	3750	425	91	x		
6	4500	526	92	x			6	4500	504	79	x		
7	5250	612	86	x			7	5250	588	84	x		
Average Roughness Per Mile 87"							Average Roughness Per Mile 84"						

Remarks: Entire length seems to have a ripple effect with test vehicle (3/4 ton P. U.).

To 75	-	Good
75-100	-	Fair
Over 100	-	Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

RECEIVED
1958
FOR FILING

5164

October 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering construction of a concrete collection box and pipe line on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County, Contract No. 5164, in connection with Federal Aid Project No. F-40(7).

It is necessary to build a collection box and pipe line to preserve a spring which was intercepted when excavating for the new grade.

The spring was apparently a partial water supply for property across the highway which is now under condemnation. The collection box and pipe will undoubtedly be a factor in settling, and will also eliminate seepage of the water under the roadbed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

Encl.
DBP:cr

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OCT 3 1958
FOR FILING

5164

October 1, 1958

Mr. Al C. Plumley
Island City, Oregon

Dear Mr. Plumley:

Thank you for your letter of September 6th, 1958 bringing to our attention the apparent past poor condition of the road surface on the Minam-Rock Creek Section grading and surfacing project in Wallowa County. We are sorry that you have suffered loss and inconvenience.

Unquestionably the construction or improvement of a section of highway causes hardships on the traveling public. In this case these hardships are accentuated due to the fact that the new grade is for the most part on top of the old one and that good finishing material is about non-existent.

I have received reports this week that the project is now in satisfactory traveling shape. Crushed rock has been placed over the entire project except for the westerly one mile and a soft area several hundred feet long. The remaining area will be covered with rock as soon as it is graded. In the meantime, our resident engineer on this project has been instructed to keep the ungraded portion passable and in as good a condition as possible. He has further been instructed to acquire use of all flagmen necessary to the end that travel over the route is entirely safe.

If future serious difficulty occurs, please contact Mr. A. F. Parsen, Division Engineer, 1304 N. Avenue, LaGrande, Oregon.

Very truly yours,

W. C. Williams
State Highway Engineer

TK:ar:ar

cc to: Forrest Cooper
Tom Edwards
A. F. Parsen
L. V. Blickenstaff

RECEIVED
SEP 23 1958
FOR FILING

1 60(7)

5174

Salem, Oregon
September 18, 1958

Section under construction
in vicinity of Minam

Mr. Tom Edwards
Construction Engineer
Office

I am handing you a copy of a letter received from Al C. Plumley, of Island City, in which he complains about the condition of the section under construction in the vicinity of Minam. There has been quite a long series of complaints about this section; therefore, will you please have someone make a field inspection of this and find out what it is all about.

After taking appropriate action, will you please prepare a draft of a letter for Mr. Williams' signature to be sent to Mr. Plumley.

Forrest Cooper
Deputy State Highway Engineer

FC:me

Enclosure

REFERRED TO
Cooper
By State Highway Engineer

We have had altogether
too many complaints
on this section.

Island City, Oregon

Sept. 6, 1958

Mr. W. C. Williams,
Engineer,
State Highway Department,
Salem, Oregon.

Dear Mr. Williams:

You are undoubtedly aware of the deplorable situations that exist relative to the construction of the new stretch of highway to Enterprise, but I wish to take this means to emphasize the problem.

I am an independent truck operator, hauling chips under contract to the Mt. Emily Lumber Company of La Grande, Oregon. My equipment makes four daily round-trips to Lewiston. The equipment is new, and is kept in excellent shape.

There seems to be a complete lack of concern on the part of the contractor for the rights and property of those using the highway. No effort is made to see that the road is safe, or in some instances, even passable for passenger cars or trucks. Little, if any, traffic control is exercised.

In the past month I have suffered the loss of four large truck tires, less than two months old, and one passenger car tire. My loss is perhaps no greater than that of others, but as a substantial contributor to the Public Utilities Commission, and other taxing agencies of the State, I should like to protest and ask your cooperation in correcting the shameful conditions that exist.

Very truly yours,

Al Plumley
Al C. Plumley

ACP:d

RECEIVED
SEP 16 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 17 1958
FOR FILING

F 40(7)

5164

REFERRED TO
By State Highway Engineer

MCNUTT & SONS, INC

Wallowa, Oregon
Sept 13, 1958

#1 5164

Mr W. C. Williams
State Highway Engineer
State of Oregon

Dear Sir;

Your letter dated Sept 3rd relative to a complaint from a Mr Hadaway of Santa Barbra, California, while passing thru our job here at Wallowa which we hold with the Commission, was forwarded to me from our Eugene office.

First, I am sorry that you have at times this summer been bothered with complaints from motorists traveling over this job, we feel that we have made every reasonable effort to provide adequate detours and roadways for traffic and we have had 3 motor graders on the job whose work until recently was almost entirely devoted to detour maintence, inspite of what you may have heard thru the regular channels of the Department, this maintaining of suitable detours for an uninterrupted flow of traffic without delays has not come easy and it has cost us as contractors very dearly.

I was on the job the day of Aug 19th that Mr Hadaway had his difficulty, but I didn't see the incident until it was over. This photographer that Mr Hadway mentions gave me the details first and as soon as I had finished talking to him, I went down to see what could be done. I arrived just as Mr Haddaway was driving off. Mr Gabrielson one of our job foreman, had just helped him out and offered the two dollars that Mr Hadaway had begged him to accept, to me. Also Mr Gabrielson suggested that I get a statement from the operators that were working in this area as he anticipated further "trouble" over the matter.

My version in talking to the photographer, the flagman and the several operators is essentially the same as Mr Hadaways, except on who was uncoopertive. Mr Hadaways rig was equipt with a pateinted trailer hitch that was bent down so that he had very little ground clearence even when standing on the level. As he proceeded forward this lack of clearence caused it to drag the ground as it was over fresh grade. When Mr Hadaway heard the hitch drag he willfully stopped his car, it was not or ever stuck nor was the car bottom anywhere touching rocks or ground. He suggests that he couldn't proceed for fear of damaging underparts of the car, but he makes no claims for any damage. Our crew working there offered their assistance and even brought up a cat from the fill to give him a pull if necessay, but this he refused, when he refused all help even that of manually pushing or lifting on the rig to assist his passage, the crew gave up (about six men in all) and as there were several cars following all anxious to get by, the foreman there took the only alternative and built a road arround him so traffic could continue and our work proceed. It was then that he gave the flagman a bad time about everything in general and the flagman became "insolent".

NOTED
FORREST COOPER

By my analysis this was a case of an elderly man who became excited, in having noisy heavy construction rigs passing very near to him, and he wasn't qualified to drive on a construction detour the type that this job has necessitated. As there were no planned detours in the job profile and as the Wallowa river was close on one side with steep hillsides on the other it has been impossible to completely remove the traffic from our work. We have tried with varried success to construct one half of the road and then the other half, but with a finished sub-base of only 34ft it has been impossible to give traffic a good clean detour.

I might suggest that if it were possible in future contracts that the state reserve the responsibilty for detours and there maintenance then there could be no arguments. We feel that we have gone way beyond the call of our contract in this particular instance and because of traffic our detours have caused us to loose a lot of money and a close study of the competitive bids at the time we were low on this project would not indicate that we alone underestimated this cost.

We have worked particularly close with your resident engineer and I can recall no particular instance where he critized us for mishandling of traffic or where he had suggestions in building detours that weren't soon corrected. Of course there were daily incidents that normally came up, the rocky material presented a continuous problem until we got the crushed surfacing on.

Although the complaints far outnumber the compliments, I might mention that I have received a few for your resident engineer and our handling of this project, the Joseph Days committee, people of Wallowa and Enterprise have often stopped and mentioned how well it has progressed.

Sincerely yours,

Lyle J Jacobson

Lyle J. Jacobson, Supt
McNutt & Sons, Inc.

cc: L.V.Blickenstaff
Resident Engineer

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[illegible]
STATE HIGHWAY COMMISSION

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SEP 12 1958
FOR FILING
F-45(7)
5164

September 12, 1958

Mr. Harold E. Reynolds
13016 - 156th Avenue S. E.
Renton, Washington

Dear Mr. Reynolds:

With reference to your letter of September 1, please be advised that we have again contacted our contractor on the Minam-Rock Creek Section of the Wallowa Lake Highway and he has assured us that he would again bring the matter of damage to your vehicle to the attention of his insurance company.

The name of this insurance company is the United Pacific Insurance Company, Mansfield & Company, Agent, 1975 S. W. Fifth Avenue, Portland, Oregon. If you do not hear from them in the near future, I suggest that you drop them a line.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

cc Mr. Tom Edwards
   Mr. A. F. Parson

LHY:jc er

FORM E-30X—37,500—8-56—96655

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 9, 1958

Minam-Rock Creek Section
Wallowa Lake Highway
Contract No. 5164
SUBJECT: Construction Division Assignment No. 55Y

To: Mr. Tom Edwards
Construction Engineer
Salem

Reference is made to your letter on subject assignment, under date of September 3, 1958. A check with Mr. Jacobsen, Superintendent for McNutt & Sons., Inc. indicates that he turns all such claims as Mr. Reynolds oer to his insurance company. He further states that he would write a letter to Mr. Reynolds.

The name of the insurance company for McNutt & Sons., Inc., is United Pacific Insurance Company, Mansfield & Company, Agent, 1975 S. W. 5th Avenue, Portland, Oregon.

A. J. [illegible]
Division Engineer

AJT:jb
cc - L. V. Bickenstaff
McNutt & Sons., Inc.
432 W. 11th
Eugene, Oregon

CONSTRUCTION DIVISION
RECEIVED
SEP 10 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

13016 156th Ave. S.E.
Renton, Wash.
Sept. 1, 1958

CONSTRUCTION DIVISION
RECEIVED
SEP - 2 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

W.C. Williams
State Highway Engine
Salem, Oregon

Dear Sir:

Kindly refer to our correspondence of June 18 and June 26, 1958. I have not received reimbursement, nor even heard from your contractor, regarding damage done to my car.

In view of the fact that the garageman found that not only was the muffler damaged but also the rear spring was broken, I feel I am entitled to the damages as claimed.

Please give this matter your attention and let me hear from you.

Very truly yours,

Harold E. Reynolds

RECEIVED
SEP 2 1958
STATE HIGHWAY COMMISSION

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SEP 9 - 1958
FOR FILING

[illegible]

5164

September 5, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5, covering rebuilding a cattle trail on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County, Contract No. 5164, in connection with Federal Aid Project No. F-40(7).

This work is necessary to protect the highway from rolling rocks. The cattle trail is on a steep hillside, near the road and used regularly. Rocks disturbed by the cattle are a hazard.

Very truly yours,

W. C. Williams
State Highway Engineer

By /s/ GSP

for Forrest Cooper
Deputy State Highway Engineer

DBP:maj

Encl.

4 copies (EWO No. 5

RECEIVED
SEP 3 - 1958
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5164

September 3, 1958

Mr. R. L. Hadaway
43 Langlo Terrace
Santa Barbara, California

Dear Sir:

I am quite disturbed to get your letter of August 24 in which you refer to the trouble that you had on one of our contract jobs on the Wallowa Lake Highway. We have had other complaints of trouble on this job. I assure you that the treatment that you received from the contractor's personnel nowise reflects the policy or thinking of the Highway Department, as we use every reasonable means to see that the traveling public is properly helped through construction projects.

It is difficult or impossible for us to control the activities and policies of our contractors. I wish to give you my apologies and to assure you that the matter will be called to the attention of the contractor, with the request that he show more respect to the traveling public.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper

FC:me fn

Aug 24, 1958

Oregon State Highway Dept.
~~Olympia~~, Oregon.
Salem

REFERRED TO Cooper
By State Highway Engineer

Gentlemen:

On August 19 I was travelling between Wallowa and I was towing my 17 ft trailer with a Chevrolet station wagon. As you know you are constructing a new road between these two places.

When I got to the construction place on the road I was signaled to stop by your flagman. This I did. Soon we got the signal to proceed. I was the first car in line. After going about 100 ft I was bogged down with my crank case, gas tank and trailer hitch buried in the dirt + rocks. They offered to have a bull dozer pull me ahead. This I refused to allow as it would have no doubt wrecked the under-side of my car. Your men were mad becouse I would not allow it. Your flag man was insolent

There was a photographer there who worked for the advertising dept of the catapiller concern. He suggested that they run a scraper or bulldozer up close to my front end, lower the blade and pull the surplus dirt + rocks away and then I could proceed. This they wouldn't do but they took the time to bulldoze another path parallel to the one I was stuck on ~~it~~ so all the other cars, about fifteen or twenty, could by pass me. This made the road in front of me all the worse. Your flag man told the photographer that they quit at five

NOTED
FORREST COOPER

o'clock and that after that I was on my own and I could sit there as long as I pleased, It was then about 11:15 a.m.

After hunting for some time I found your Mr. Michelson or Mackelson a sub boss of the contractors and practically begged him to get me out. He went away and came back in about a half hour with a bulldozer and did exactly what the photographer from the catapiller company suggested three hours before and at 2:15 P.M. I was pulled out I paid the man two dollars for the right to proceed.

The man next door to me here at the park had an oil line broken and his emergency brake badly bent in the same place the day before and they told me at a filling station that another man had his crank case broken the same day.

The matter certainly should be taken up with the contractor immediately. I have towed a trailer about eighty thousand miles in United States, Canada and Mexico and never have I seen a road that they expected the public to use in the terrible condition this one is in. It will require me to make a 150 mile detour to go around this place when I leave here to-morrow

Yours truly
R. L. Hadaway

43 Tanglo Ter.
Santa Barbara
California

AUG 26 1958

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SEP 3 - 1958
FOR FILING

[illegible]

[illegible]

September 3, 1958

McNutt & Sons
432 West 11th Avenue
Eugene, Oregon

Gentlemen:

I have received another complaint (this one from a gentleman by the name of Hadaway, of Santa Barbara, California) of shabby treatment in passing through the construction job that you hold under contract with the State Highway Commission on the Wallowa Lake Highway. I am attaching a copy of Mr. Hadaway's letter. We have received other complaints on this job.

The purpose of my letter is to call this matter to your attention to ask that you instruct your field men to do every reasonable thing to insure that incidents such as this will not occur. The Highway Department is making every effort to create good will in the traveling public, and an incident such as this does no one any good.

I would appreciate your comments.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper

RECEIVED
1958
FOR FILING

[illegible]11(1)

5164

When replying, refer to:
08-35.5

August 8, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-40(7)
Minam-Rock Creek Section
of the Wallowa Lake Highway -
Adjustment of Telephone Lines

Dear Sir:

In view of paragraph 6a of PPM 30-4, which states in part "No contract shall be let by the State or entered into by the utility for utility relocation . . . . . nor without the prior approval of the State and the Division Engineer", your letter of August 6, 1958, requesting that approval be given for the contract method with the date of commencement retroactive to March 24, 1958, is returned, not approved.

Very truly yours,

C. G. Polk
Division Engineer

Enclosure

Orig to SHE
with instructions
to Try this one again

RECEIVED
AUG 8 1958
FOR FILING

F-40(7)

5164

August 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting, herewith, the following additional data in connection with adjusting the West Coast Telephone Company's line on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County, Contract No. 5164, Oregon Project F-40(7):

1. Three copies of the letter sent to qualified contractors calling for bids to adjust the telephone line. This letter was sent to three contractors who had previously done satisfactory work for the company.

2. Three copies each of the bids submitted to the company by the three contractors.

The following facts are submitted in support of doing the work by contract and timing of the work:

1. Bids on this project were received February 27, 1958. Award of contract was made April 9, 1958, but the contractor started clearing operations March 13, 1958.

2. This line is the toll outlet for all towns in Wallowa County and comprises 14 toll circuits.

3. The Company's forces were committed to other projects and could not be used on this job at that time. The Company, therefore, solicited bids from three contractors who had previously done satisfactory work for it and awarded the contract for moving its line to the low bidder as the only practical way to get the work done in any reasonable time.

4. The Company awarded the contract March 20, 1958, and work started March 24, 1958. Two interruptions in service totaling 5 hours and 13 minutes occurred prior to the awarding of the State contract and three other interruptions totaling 5 hours and 2 minutes before completion of the telephone line adjustment on May 13, 1958.

Considering the above facts: that it was imperative to move this main toll line, that the company's forces were not available at that time, and that it could only be done by immediate contract, it is requested that approval be given for the contract method with the date of commencement retroactive to March 24, 1958. Approval of the agreement with the company and authority to proceed with the work was given as of May 13, 1958.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mas

Enclosures

RECEIVED

F-40(7)

When replying, refer to:
08-35.4

August 6, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-40(7)
Minam-Rock Creek Section, Wallowa
Lake Highway, Order for State
Force Work dated July 1, 1958,
Seeding and Fertilizing, Estimated
Cost $1,700.00

Dear Sir:

Reference is made to your letter dated July 23, 1958, concerning the subject order.

We are approving the use of State force as being in the public interest in this case for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and special equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

[illegible]
[illegible] COOPER

Orig to SHP

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FOR FILING
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5164

August 6, 1958

Dr. Haskel C. Hart
Box A
Pendleton, Oregon

Dear Dr. Hart:

I have your letter of August 1, 1958 and am extremely sorry to hear that you had trouble on a road construction project on your July 4 weekend trip to Wallowa Lake. These things are always unpleasant and take much of the enjoyment out of a vacation.

Contractors doing highway work in Oregon are, of course, responsible for their accidents the same as any other person or corporation, and most of them attempt to take care of their obligations to the public by acquiring suitable insurance. This, of course, shifts the burden of settlement for accidents or other damage to the insurance company, and we find that it sometimes is difficult for an individual to collect from an insurance company; in fact, most of our circuit courts are jammed with cases against insurance companies in connection with highway and traffic accidents.

I am sending to McNutt & Sons, the contractor on this project, a copy of this letter and a copy of your letter, and asking this firm to contact its insurance company to see whether the matter can be resolved.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:me

cc McNutt & Sons
432 W. 11th Avenue
Eugene, Oregon
Mr. Forrest Cooper
Mr. Tom Edwards

Pendleton, Oregon
Box A
Aug 1, 1958.

Mr. W. C. Williams
State Highway Engineer
State Highway Bldg.
Salem, Oregon

REFERRED TO
Cooper
By State Highway Engineer

FILED
FORREST COOPER

Dear Sir:-

I am writing you regarding a accident I had on Oregon Highway #82 over the 4th of July week-end. On Thursday July 3rd P.M. I was going to Wallowa Lake pulling a 15 ft. Shasta House Trailer. About 9 miles West of Wallowa Oreg. there was one way traffic on Highway #82 due to the Highway Construction. I was going East and a Conveyor Truck #115 of the McNutt + Sons Construction Co. was parked on right side of road headed East and the driver of this Truck was up in front of the vehicle and motioned for me to pull up to the right behind so oncoming traffic going West could pass. After this traffic passed he motioned for me to come on and I pulled sharp to my left to get around the Conveyor Truck but the top of the Shasta House Trailer failed to clear the long overhang of the conveyor Truck and a large hole was torn in the top of the Trailer. There was no red flag on rear of the Conveyor Truck and no other flagman other than the Truck Driver in front of this Truck. I got hold of Mr. Harvey Cooper Supt of the Construction Co and while I was talking to him, the Resident Engineer of O.S.H.D. - Elgin, Mr. L.N. Blickenstaff came up and conplained to Mr. Cooper because of the condition of the Highway and the blocked traffic.

I then explained my accident to Mr. Brickenstaff and he gave me the name of the Insurance Co for the Mc Nutt & Sons Construction Co.

I wrote the Construction Co. but never received any reply from them. I contacted their Insurance Co. (United Pacific Insurance Co. and about a week later they sent their adjustor Mr. Frank McCormick of Walla Walla to review my claim or damage to the trailer.

This trailer belongs to Ken. Dyer Sporting Goods in Pasco Washington and today I received a letter from Mr. Dyer saying "that the Insurance Co. refused to pay the claim. Surely these Contractors on State Jobs should be liable for such accidents. I later found that others also had damages such as mufflers, oil pans etc. this same week-end due to the very bad conditions of this Highway.

Unless their Insurance Co pays this claim I will have to pay part of the damages to the Trailer to Mr. Ken Dyer.

I am employed as Dentist here at the Eastern Oregon State Hospital, Pendleton, Oregon.

Any assistance you can give me will be appreciated.

Yours truly
Dr. Haskel C. Hart.

RECEIVED
JUL 23 1958
FOR FILING

F-40(7)

5164

July 23, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224 covering Seeding and Fertilizing on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County, Contract No. 5164, in connection with Federal Aid Project No. F-40(7).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The amount is too small to contract. The State has the necessary equipment operated by experienced crews to perform this work.

Your approval of this order at agreed unit prices under the provisions of PPM-21-6.3 is requested.

The total estimated amount of this order is $1,700.00 with Federal participation of $1,090.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mas
Enclosures

DWIGHT H. HOPKINS
P. O. [illegible]72
IMBLER, OREGON
STATE SENATOR
UNION, BAK[illegible]
WALLOWA COUNT[illegible]

RECEIVED
JUL 21 1958
FOR FILING
F 41.71
5164

COMMITTEES:
VICE CHAIRMAN: VETERANS AFFAIRS
MEMBER: AGRICULTURE
ELECTIONS AND PRIVILEGES
GAME
PUBLIC HEALTH

STATE OF OREGON
OREGON STATE SENATE
SALEM

July 14, 1958

Mr. W. C. Williams,
State Highway Engineer,
State Highway Department,
Salem, Oregon.

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Thank you very much for your immediate reponse to my two appeals to Mr. McIver in regard to the roadbed of Highway 82 during the Chief Joseph Days celebration, and most important, the matter of the guard rails or guard fence around the Highway on Wallowa Lake.

I have notified our interested people in Union County and Wallowa County, that the Highway Department will take care of these matters, and we are indebted to you and Mr. McIver for your immediate actions.

Kindest regards.

Very truly yours,

Dwight Hopkins
Dwight Hopkins
State Senate

DH/eh

RECEIVED
JUL 17 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL [illegible] 1958
FOR FILING

5164

July 14, 1958

Honorable Dwight Hopkins
State Senator
P. O. Box 172
Imbler, Oregon

Dear Senator Hopkins:

Mr. McIver has referred to me two letters you addressed to him under date of July 3, and I am pleased to give you the following information relative thereto.

In the matter of maintenance of the Wallowa Lake Highway during the Chief Joseph Days celebration, July 25, 26, and 27, I have previously issued instructions to the contractor and the highway engineer in charge to use every possible means to maintain a smooth roadway during that period and to do such sprinkling work as is necessary to abate any dust nuisance. I am quite certain that the road will be in such condition as not to interfere with normal traffic.

As to the matter of guard fence around Wallowa Lake, we recognize the need of guard fence and at the next meeting of the Highway Commission, here in Salem on July 31, an attempt will be made to arrange the necessary financing for the construction of such a fence. It is no light undertaking, as it will cost about $75,000, but the need is there and we should have a fence in place before another tourist season.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
cc Mr. M. K. McIver
Mr. Forrest Cooper

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

OREGON STATE HIGHWAY COMMISSION
OFFICE OF M. K. McIVER
225 S. W. BROADWAY
PORTLAND 5, OREGON

July 8, 1958

NOTED
W. C. WILLIAMS

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon

Dear Mr. Williams:

I am enclosing two letters from State Senator Dwight Hopkins which you can answer as you see fit.

Yours very truly,

M. K. McIver
Chairman

MKM:lp
Encs.

RECEIVED
JUL 9 1958
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF M. K. McIVER
225 S. W. BROADWAY
PORTLAND 5, OREGON

NOTED
W. C. WILLIAMS

July 8, 1958

Honorable Dwight Hopkins
Oregon State Senate
Salem, Oregon

Dear Senator Hopkins:

I have received your two letters dated July 3, 1958, one regarding the condition of Highway 82 and the other in regard to the guard rail around Wallowa Lake.

I have forwarded both of these letters on to Mr. W. C. Williams, highway engineer, for answer.

With very kindest regards.

Yours very truly,

M. K. McIver
Chairman

MKM:lp
cc: Mr. W. C. Williams
State Highway Engineer

RECEIVED
JUL 9 1958
OREGON
STATE HIGHWAY COMMISSION

DWIGHT H. HOPKINS
P. O. BOX 172
IMBLER, OREGON
STATE SENATOR
UNION, BAKER AND
WALLOWA COUNTIES

COMMITTEES:
VICE CHAIRMAN: VETERANS AFFAIRS
MEMBER: AGRICULTURE
ELECTIONS AND PRIVILEGES
GAME
PUBLIC HEALTH

STATE OF OREGON
OREGON STATE SENATE
SALEM

July 3, 1958

Chairman,
Oregon State Highway Commission,
Sale, Oregon.

Dear Sir:

My attention has been called time and again to the road around Wallowa Lake above Joseph, Oregon, and the death trap that it is without the necessary guard rails around same.

As you know, three people lost their lives by going off the road and into the lake just a few days ago. In the last several years, 5 people have been killed in the same way.

I have traveled the road many times, and know that all a person who is driving would have to do is take their eyes from the road for a split minute, and they are in dange of going into the lake.

We would like to appeal to you to make necessary arrangements for guard rails on this road to protect our people, and the thousands of tourists who come to this wonderland.

Kindest regards.

Very truly yours,

Dwight Hopkins

Dwight Hopkins
State Senate

dhhj
cc-The Honorable Robert D. Holmes
Mr. Dwight Hinshaw, Joseph
Mr. Clint Sinclair

RECEIVED
JUL 9 1958
OREGON
STATE HIGHWAY COMMISSION

DWIGHT H. HOPKINS
P. O. BOX 172
IMBLER, OREGON
STATE SENATOR
UNION, BAKER AND
WALLOWA COUNTIES

COMMITTEES:
VICE CHAIRMAN: VETERANS AFFAIRS
MEMBER: AGRICULTURE
ELECTIONS AND PRIVILEGES
GAME
PUBLIC HEALTH

STATE OF OREGON
OREGON STATE SENATE
SALEM

July 3, 1958

Chairman, Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Dwight Hinshaw, Publisher of the Chief Joseph Herald, called my attention the other day to the fact that the Chief Joseph Days celebration will be held July 25-26-27 at Joseph, and will attract many, many citizens of the State as well as tourists visiting our State.

Several miles of Highway 82 is pretty well torn up, as the the Highway Commission is working on it, and it will be in rough shape for the thousands of cars that will be traveling this road for that event.

We do not think it out of order in requesting the Commission to grade this road for this period of time to take care of the traffic that will be over it at that time. The Governor will also honor us with his presence during that period of time.

Anything that the Commission can do in regard to this will be greatly appreciated.

Kindest regards.

Very truly yours,
Dwight Hopkins
Dwight Hopkins
State Senate

dhhj

RECEIVED
JUL 9 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL [illegible] 1958
FOR FILING
F 40 (7)

5164

When replying, refer to:
08-35.5

July 9, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-40(7)
Minam-Rock Creek Section

Dear Sir:

Your agreement with the West Coast Telephone Co. for relocating telephone lines as required on Oregon Project F-40(7) has been received and approved as submitted May 13, 1958.

We are authorizing you to proceed as of May 13, 1958. Reimbursement for this work can be claimed subsequent to this date in accordance with PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

Orig to Std P

RECEIVED
JUL 9 - 1958
FOR FILING

F-40(7)

5164

July 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 13, 1958, on Contract No. 5164, Minam-Rock Creek Section, in Wallowa County, in connection with Federal Aid Project No. F-40(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mas

F-[illegible]

Box 337
Enterprise, Oregon.
July 7, 1958

-164

McNutt and Sons, Inc.
827 Mill Street
Springfield, Oregon.

Dear Sirs:

This is a notice of claim for damages suffered on July 1, 1958 on your State Highway Project approximately 8 miles northwest of Wallowa, Oregon on State Route 82.

On July 1, 1958 at approximately 7:00 P.M. Mr. George Lamb, a driver for National Trailer Convoy, Inc., came onto your project pulling my 41 foot, 1955 Liberty mobile home. He was told by a flagman on your work crew that the road was passible and that he could proceed. Mr. Lamb did proceed and on one of the detour roads, which was in very very bad condition for the traveling public, the trailer high centered causing damage to the trailer.

Mr. Lamb in attempting to pull the trailer free from the high center broke the drive line in his truck. The closest parts available to repair his truck were obtained in Lewiston, Idaho. This breakdown resulted in a 25 hour delay on your project and caused me the expenditures itemized below and for which I am claiming reimbursment.

Motel rental on 7/1/58	$9.00	
Less 1/30 of $30.00 (Normal parking fee)	-1.00	8.00
Meals on 7/1/58 (dinner)		
7/2/58 (breakfast, lunch & dinner)	17.30	
Less 1/30 of $125.00 (monthly grocery bill)	4.16	13.14
Mileage from point of breakdown to Lewiston, Idaho and return. 222 miles @ 0.08 per mile		17.76
Replase and repair mobile home propane gas line broken on high center		5.85
Spoilage of meat and frozen foods in the refrigerator due to defrosting by delay.		8.50
Total amount claimed for reimbursment		$53.25

I sincerly hope this claim will receive your and your insurance companies kindest attention.

Very truly yours,

VCBailey

V.C. Bailey, Resident Engineer.
℅ Bureau of Public Roads
Box 337
Enterprise, Oregon.

cc/ Director State Hwy. Dept.
Salem, Oregon.

NOTED
P. M. STEPHENSON

RECEIVED
JUL 2 - 1958
FOR FILING

7 - 40(7)

5164

854

July 1, 1958

Mr. Theo. Grote, President
Joseph Chamber of Commerce
Joseph, Oregon

Dear Mr. Grote:

Reference is made to your letter of June 24 in which you advise the dates of your Chief Joseph Days celebration and express some concern as to the condition of our construction project between Minam and Rock Creek on the Wallowa Lake Highway.

As you are no doubt aware, this is a very difficult job to construct and to maintain traffic without some inconvenience to the traffic, due to the narrowness of the canyons and to the general topography; however, I am, by copy of this letter, asking that the contractor on the job (McNutt and Sons, Inc., 432 W. 11th, Eugene) so arrange his work as to cause a minimum of inconvenience to traffic using the road during these dates, July 25 to 27, inclusive. It is thought that by this time the construction will be well enough advanced to insure uninterrupted transit through the job. We will also do the necessary sprinkling work to keep the dust nuisance at a minimum.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Hon. Robert D. Holmes

McNutt & Sons, Inc.
432 W. 11th
Eugene, Oregon

bc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. F. Parson
Mr. L. V. Blickenstaff

LHY:jc hi

JOSEPH CHAMBER OF COMMERCE

JOSEPH, OREGON

June 24, 1958

Oregon State Highway Department
Salem, Oregon

PLEASE RETURN TO
FORREST COOPER

Gentlemen:

The Joseph Chamber of Commerce is concerned over the condition of the road that is now being worked on between Minam and Wallowa on State Highway 82. This is the only road to Joseph, except the road from Lewiston, Idaho, and at the present time it is practically impassable.

We would like to request your assistance in asking the Contractor to at least have the road passable for two way traffic during our Chief Joseph Days celebration on July 25, 26 and 27, 1958.

Thank you for your cooperation.

Cordially yours,

JOSEPH CHAMBER OF COMMERCE

Theo. Grote

Theo. Grote, President

cc-Hon. Robert D. Holmes

LD

[illegible]

RECEIVED
JUN 26 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 2 - 1958
FOR FILING

July 1, 1958

Mr. Harry R. Swanson, Jr.
Executive Assistant
Executive Department
State Capitol
Salem, Oregon

Dear Mr. Swanson:

Reference is to the letter under date of June 24, addressed to the Oregon State Highway Department by Mr. Theo. Grote, President of the Joseph Chamber of Commerce, with regard to the condition of Highway ORE82 (which is under construction), having particular reference to what the condition of this road will be during the Chief Joseph Days celebration on July 25, 26, and 27.

I am pleased to enclose herewith a copy of a letter I have written to Mr. Grote assuring him of our cooperation in maintaining the road in the best possible condition during the celebration. I have sent copies of this letter to the contractor and to the Division Engineer and the Resident Engineer for the Highway Department, and I am certain that they will use every effort to minimize any hazard or nuisance to the traveling public.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
Encl.
cc Mr. Forrest Cooper

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

ROBERT D. HOLMES
GOVERNOR

June 30, 1958

[illegible]
W. C. Williams

Dear Dutch:

Can we help in any way as to the attached? The Governor will be down there for this celebration.

Sincerely
Harry

Harry R. Swanson, Jr.
Executive Assistant

HRS lb

RECEIVED
JUL 1 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 27 1958
FOR FILING

F-40

5144

June 26, 1958

824

Mr. Harold E. Reynolds
13016 - 156th Avenue, S. E.
Renton, Washington

Dear Mr. Reynolds:

Reference is made to your letter of June 18 regarding damage occurring to your car by reason of construction activities on the Minam-Rock Creek Section of the Wallowa Lake Highway.

I am sending a copy of your claim to our contractor, McNutt & Sons, Inc., who, under the terms of the contract, is responsible for damages of this nature.

I further wish to advise you that we have taken steps to see that better transit is insured through this construction job and we are very sorry that you have been inconvenienced.

Very truly yours,

W. C. Williams
State Highway Engineer

cc McNutt & Sons, Inc.
432 West 11th Avenue
Eugene, Oregon

Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. F. Parson
Mr. L. V. Blickenstaff

LHY:jc fn

FORM E-30X—37,500—6-57—6984

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 25, 1958

SUBJECT: Minam-Rock Creek Section
Wallowa Lake Highway
Contract No. 5164

To: Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Herewith a copy of a letter from Mr. Harold E. Reynolds of Renton, Washington in which he makes claim for damage caused by traversing the subject named construction job. You will recall that we have discussed this condition. This letter will be answered by the front office and you will be sent a copy.

Will you please take the necessary steps to insure against its recurrence and also encourage the contractor to make a settlement if such is justified.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

cc Forrest Cooper
L. V. Blickenstaff

RECEIVED
JUN 25 1958
OFFICE OF
STATE HIGHWAY ENGINEER

13016 156th Ave. S.E.
Renton, Wash.
June 18, 1958

Highway Dept
Oregon State
Salem, Oregon

REFERRED TO
Cooper
Dep. State Highway Engineer

PLEASE RETURN TO
FORREST COOPER

Gentlemen

I feel I am justified in making a claim for the damage done to my car June 17th on the road under construction in Wallowa County near Elgin, Oregon.

The road was completely torn up with not any detour. A power shovel and an earth mover were working in the middle of the area. When they moved the flagman directed us to go "plowing" right through the mud, boulders and loose dirt. A boulder covered by dirt caught on the muffler of my car and completely tore it off.

Our return trip home was made very unpleasant by the noise and now I have the expense of replacing my car muffler which was in still good shape.

I feel a suitable detour should have been provided for the safety and protection of those travelling on the area.

May I hear from you in regard to the above matter. I feel that a $15.00 settlement would be satisfactory.

Very truly yours,
Harold E. Reynolds

RECEIVED
JUN 1[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 27 1958
FOR FILING
F-4 (7)
5164

June 25, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering removal and reinstallation of an existing cattle guard on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County, Contract No. 5164, in connection with Federal Aid Project No. F-40(7).

The plans call for moving an existing cattle guard at Station 112+50 to Station 111+50. It is necessary to relocate the connection of the access road to conform with the new alignment. This was anticipated as extra work in the contract provisions.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CN:ew
Encl.

5164

RECEIVED
JUN 26 1958

Monthly Transaction No. 6-27	Fo[illegible] (6-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
Project Report No. F-40(7) 6	**FEDERAL-AID PROJECT AGREEMENT**	County **Wallowa**
		Project No. **F-40(7)**

5164 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Minam-Rock Creek Section beginning approx. 0.5 mile east of Minam and extending east (SH-10).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	**2/7/58**	**-**
Rights-of-Way		
Construction	**2/12/58**	**7.6**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **592,363.00**	Federal funds $ **366,400.00**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By W H McKay
Chairman, State Highway Commission
(title)

By M. Bateman
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by
Division Engineer **June 23, 1958**

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Hines - Rock Creek Section, Project No. F-40(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RHC:mm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Minam - Rock Creek Section
Wallowa Lake Highway
Wallowa County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5164 5164 McNutt & Sons, Inc. 4-9-58

DATE OF COMPLETION: 120 workdays from 4-19-58

REMARKS:

Oregon State Highway Department

Federal Aid
Project No. F-40(7)

MINAM-BUCK CREEK SECTION OF THE WALLOWA LAKE HIGHWAY IN WALLOWA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 1, 1958

Type Code P. E.

Preliminary Engineering	All	Required	$	$ 10,000.00

Type Code 6201
Roadway (Sta. 44+00 to Sta. 444+19.66)(Contract No. 5164)

Clearing and Grubbing	All	Required	$	$ 17,500.00
Drainage Excavation, Unclassified	500	cu. yds.	3.00	1,500.00
General Excavation, Unclassified	344,600	cu. yds.	0.38	130,948.00
Short Overhaul	633,000	yd. sta.	0.015	9,495.00
Long Overhaul	5,500	C-yd.sta.	0.40	2,200.00
Finishing Roadbed and Slopes	7.60	miles	550.00	4,180.00
Rounding Cutbanks	18,800	lin. ft.	0.20	3,760.00
18-inch Corrugated Metal Pipe	700	lin. ft.	4.59	3,213.00
24-inch Corrugated Metal Pipe	380	lin. ft.	6.76	2,568.80
36-inch Corrugated Metal Pipe	14	lin. ft.	14.48	202.72
60-inch Corrugated Metal Pipe	12	lin. ft.	38.15	457.80
12-inch Concrete Pipe	280	lin. ft.	2.88	806.40
18-inch Concrete Pipe	640	lin. ft.	4.71	3,014.40
24-inch Concrete Pipe	110	lin. ft.	6.63	729.30
36-inch Concrete Pipe	170	lin. ft.	12.65	2,150.50
7'-0"x5'-1" Structural Plate Pipe Arch, 12 Gage	60	lin. ft.	60.79	3,647.40
Salvaging Culvert Pipe	240	lin. ft.	5.00	1,200.00
Metal Guard Rail	6,400	lin. ft.	3.00	19,200.00
Metal Sight Posts	200	only	2.50	500.00
Coarse Crushed Material in Base	56,800	cu. yds.	1.80	1,022.40
3/4" - 0 Material in Base	9,500	cu. yds.	1.95	18,525.00
Sprinkling	2,500	M-gal.	2.00	5,000.00
Preparation of Base	7.60	miles	300.00	2,280.00
3/4" - 0 Material in Binder Course	880	cu. yds.	3.55	3,124.00
MC-2 Asphalt	145	tons	52.00	7,540.00
Asphaltic Concrete Mixture	23,000	tons	4.50	103,500.00
85-100 Asphalt in Mixture	1,380	tons	40.00	55,200.00
Extra for Asphaltic Concrete Approaches	30	only	30.00	900.00
Type 1 Fence	1,600	rods	3.20	5,120.00
Type 2 Fence	470	rods	5.00	2,350.00
14' x 48" Metal Gates	10	only	80.00	800.00
				$513,852.32
Flagging (57½% of Contractor's Cost)	All	Required		3,000.00
Seeding	All	Required		1,700.00
Work by West Coast Tel. Co.	All	Required		8,718.80
Adjust Bridge	All	Required		2,000.00
Move Cattle Guard	All	Required		150.00

Subtotal	$529,421.12
10% Engr. & Cont.	52,942.11
Total	$582,363.23

Length of Roadway . . . . 7.600 Miles
Cost of Roadway Per Mile. $7,662.67

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 10,000.00	$ 6,000.00	$ 4,000.00
Roadway	582,363.23	360,400.00	221,963.23
	$592,363.23	$366,400.00	$225,963.23

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

MIHAM-RICE CREEK SECTION

PROJECT NO. F-40(7)

Estimated cost of work to be done by the West Coast Telephone Company.

Labor	$ 7,180.38
Materials	3,247.69
Equipment	1,025.79
Salvage Credit	1,315.72 Cr.
Total	$10,138.14

86% State Share of Cost $ 8,718.80

Oregon State Highway Department

Federal Aid
Project No. F-40(7)

MINAM-ROCK CREEK SECTION OF THE WALLOWA LAKE HIGHWAY

IN WALLOWA COUNTY

(Estimate to accompany plans and specifications. Not as a bais for project agreement.)

Salem, Oregon February 7, 1958

Type Code P.E.

Preliminary Engineering	All Required		$ 10,000.00

Type Code 6201
Roadway (Sta. 44+00 to Sta. 444+19.66)

Clearing and Grubbing	All	Required		$ 18,000.00
Drainage Excavation, Unclassified	500	cu. yds.	$ 3.00	1,500.00
General Excavation, Unclassified	344,600	cu. yds.	.47	161,962.00
Short Overhaul	633,000	yd. stas.	.01	6,330.00
Long Overhaul	5,500	C-yd. stas.	.40	2,200.00
Finishing Roadbed and Slopes	7.60	miles	1,000.00	7,600.00
Rounding Cutbanks	18,800	lin. ft.	.20	3,760.00
18-inch Corrugated Metal Pipe	700	lin. ft.	5.00	3,500.00
24-inch Corrugated Metal Pipe	380	lin. ft.	7.50	2,850.00
36-inch Corrugated Metal Pipe	14	lin. ft.	16.00	224.00
60-inch Corrugated Metal Pipe	12	lin. ft.	35.00	420.00
12-inch Concrete Pipe	280	lin. ft.	2.50	700.00
18-inch Concrete Pipe	640	lin. ft.	4.50	2,880.00
24-inch Concrete Pipe	110	lin. ft.	6.00	660.00
36-inch Concrete Pipe	170	lin. ft.	10.00	1,700.00
7'-0" x 5'-1" Structural Plate Pipe Arch, 12 Gage	60	lin. ft.	48.00	2,880.00
Salvaging Culvert Pipe	240	lin. ft.	3.00	720.00
Metal Guard Rail	6,400	lin. ft.	3.00	19,200.00
Metal Sight Posts	200	only	3.00	600.00
Coarse Crushed Material in Base	56,800	cu. yds.	1.85	105,080.00
3/4" - 0 Material in Base	9,500	cu. yds.	2.00	19,000.00
Sprinkling	2,500	M-gals.	3.00	7,500.00
Preparation of Base	7.60	miles	250.00	1,900.00
3/4" - 0 Material in Binder Course	880	cu. yds.	3.50	3,080.00
MC-2 Asphalt	145	tons	50.00	7,250.00
Asphaltic Concrete Mixture	23,000	tons	4.00	92,000.00
85-100 Asphalt in Mixture	1,380	tons	34.00	46,920.00
Extra for Asphaltic Concrete Approaches	30	only	30.00	900.00
Type 1 Fence	1,600	rods	3.50	5,600.00
Type 2 Fence	470	rods	5.50	2,585.00
14'x48" Metal Gates	10	only	75.00	750.00
				$530,251.00

Flagging (57½% of Contractors Cost)	All Required	$ 3,000.00
Seeding	All Required	1,700.00
Adjust Utilities	All Required	6,000.00
Adjust Bridge	All Required	2,000.00
Move Cattle Guard	All Required	150.00
	Subtotal	$543,101.00
	10% Engr. & Cont.	54,310.10
		$597,411.10

Length of Roadway . . . . 7.600 miles
Cost of Roadway per mile. $78,606.72

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 10,000.00	$ 6,000.00	$ 4,000.00
Roadway	597,411.10	369,700.00	227,711.10
	$607,411.10	$375,700.00	$231,711.10

RECEIVED
JUN 3 1958
FOR FILING

F-40(7)

5164

A

June 2, 1958

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering adjustment of a bridge over the Wallowa River on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County, Contract No. 5164, in connection with Federal Aid Project No. F-40(7).

This work is necessary to raise a log and plank bridge to conform with the grade of the new construction at Station 294+30 as provided for in the plans. The bridge gives access to the highway for property owners on the south side of the Wallowa River.

Very truly yours,

W. C. Williams
State Highway Engineer

By

O. S. Paxson
Assistant State Highway Engineer

DSP:cr

Encl.

RECEIVED
MAY 2 1958
FOR FILING

[illegible]

5164

May 1, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering relocating the river channel on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County, Contract No. 5164, in connection with Federal Aid Project No. F-40(7).

This work is necessary to divert the main channel current from highway and railroad embankments. The Wallowa River is wide and shallow, with deeper, narrow channel which carries the main flow. In some cases this main flow is directed against the highway and railroad embankments. A tractor with dozer can work in the stream bed and it is planned to do the protective work with this equipment.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

RECEIVED
MAY 2 1958
FOR FILING

F-40(7)

5164

May 1, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State share of flagging costs on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County, Contract No. 5164, in connection with Federal Aid Project No. F-40(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

BB:cr

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR 30 1958
FOR FILING

5164

Apr. 30, 1958

McNutt & Sons, Inc.
432 W. 11th
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5164, awarded Apr. 9, 1958, for grading and paving on Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR [illegible]
FOR FILING

[illegible]

5164

April 9, 1958

McNutt and Sons, Inc.
432 West 11th Avenue
Eugene, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958 accepted your proposal for grading and paving; also furnishing material in stock pile on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County for the sum of $523,902.32 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5164.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 9, 1958

McNutt and Sons, Inc.
432 W. 11th Ave.
Eugene, Oregon

Gentlemen:

Contract for Minam-Rock Creek Section of Wallowa Lake Highway, Wallowa County for which you submitted low bid on February 27, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Accounting (5003-900)
Files
C. W. Head

RECEIVED
APR [illegible] 1958
OREGON DISTRICT
FOR FILING

F-40 (7)
08:35
5164

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

April 9, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your memorandum of today adivising that all rights of entry have been acquired for Oregon Project F-40(7), Minam-Rock Creek Section of the Wallowa Lake Highway, we hereby concur as of this date in award of Contract No. 5164 to McNutt & Sons, Inc. of Eugene, Oregon, low bidder in the amount of $523,902.32 at the February 27, 1958 bid opening.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

RECEIVED
APR 9 1958
FOR FILING

F-40(7)

516 +

April 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County, Project F-40(7), to McNutt & Sons, Inc., of Eugene, Oregon, on the basis of the bid of $523,902.32 submitted on February 27, 1958.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

FORM E-1289 50M 1-56

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

REC

F-40(7)

March 25, 1958

5164

West Coast Telephone Company
315 Cedar Street
Beaverton, Oregon

Re: West Coast Telephone Company
Telephone Line Adjustment
Minam-Rock Creek Section
Wallowa Lake Highway
Wallowa County

Gentlemen:

Bids on the above titled project were received on February 27, [illegible], and some of your facilities must be adjusted in order to accommodate the highway construction.

Part of the poles are on public right of way by virtue of Permit No. 743, dated March 7, 1935, and the balance of the poles are on private lands. The tabulation showing the locations and total number of poles, together with the number which are on private property is as follows:

Stations	Total No. of Poles	No. of Poles on Private Property
49 - 54	4	2
64 - 74	8	8
85 - 103	8	8
111 - 118	4	4
147 - 154	4	3
165 - 181	10	8
196 - 204	6	6
241 - 262	15	11
285 - 290	3	3
293 - 297	3	3
331 - 335	3	1
366 - 374	5	5
386 - 396	8	8
407	1	1
TOTAL	82	71

It, of course, would be impractical to segregate the cost incurred with respect to moving each individual pole so that the adjustment will have to be made upon a pro rata basis. The pro rata share of the cost for which the State should reimburse you figures to 86.6 percent, and it will be the obligation of the Highway Commission to compensate you on such a basis under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. L. V. Blickenstaff, Box 56, Elgin, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. A. F. Parson
Mr. L. V. Blickenstaff
Mr. F. W. Farrar

RECEIVED
MAR 25 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 26 1958
FOR FILING
F-40(7)
516d

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 25, 1958

Pacific Power and Light Company
Public Service Building
Portland 4, Oregon

Re: Pacific Power and Light Company
Power Line Adjustment
Minam-Rock Creek Section
Wallowa Lake Highway
Wallowa County

Gentlemen:

Bids on the above titled project will be received on February 27, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the relocation of two poles between Highway Engineer's Stations 419 and 423. These poles are located on existing right of way under the terms of Permit No. 1498, dated October 3, 1940, so that it will be your obligation to make the necessary adjustments without cost to the State, and it is requested that you proceed with the work as soon as reasonably may be possible.

Further details may be secured from Mr. L. V. Blickenstaff, Box 56, Elgin, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. A. F. Parson
Mr. F. W. Farrar
Mr. L. V. Blickenstaff

NOTED
COOPER

RECEIVED
FEB 25 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 11 1958
FOR FILING

F-40(7)
08-35
5164

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 12, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-40(7)
Minam-Rock Creek Section
Wallowa Lake Highway

Dear Sir:

We have today approved P. S. and E. documents, subject project. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

RECEIVED
FEB 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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IVED
N 2 3 1958
FOR FILING
F-40(7)

5164

Salem, Oregon
January 21, 1958

Minam-Rock Creek Unit
Union County Line-Rock Creek Sec.
Wallowa Lake Highway

Mr. Virgil O'Neil
Staff Assistant
Building

It is requested that you add $1645 to the authorization for the subject job to cover 23-1/2 acres of grass seeding and refertilization to prevent erosion.

It is anticipated that the work will be accomplished by state forces using mechanized seeding and mulching equipment under the supervision of the Landscape Engineer.

Forrest Cooper
Deputy State Highway Engineer

cc Mr. Tom Edwards
Mr. M. H. Astrup

1/21/58

Mr. Cooper:

The field did not include an estimate for erosion control on this job. The areas of cut and fill flatter than 1:1 were computed for seeding only. It was assumed that cuts steeper than 1:1 were solid rock.

Many of the existing cuts are through a talus material, but with enough fines that the~~y~~ existing slopes are covered with vegetation. Consequently we believe that a satisfactory growth of grass can be established to decrease erosion, to improve the appearance of the highway and to minimize the scars of construction at the earliest possible date.

In my opinion this highway is one of the most scenic in the state and we are well justified in spending a minor amount to retain these values.

M. H. Astrup

RECEIVED
AUG 8 1957
FOR FILING

F-40 (7)

5164

August 7, 1957

Oregon State Highway Commission

Gentlemen:

The survey has been completed on the Minam-Rock Creek Section of the Wallowa Lake Highway in Wallowa County, and it is anticipated that the project will be advertised for contracting in the fall of 1957. I, therefore, request your approval of the survey as shown on the accompanying map and your authority to acquire the necessary right of way.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards
Mr. R. L. Porter

FC:me fn

FORM E30—30M—2-57—1470

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 6, 1957

SUBJECT: Survey Approval Map
Union County Line-
Rock Creek Section
Wallowa Lake Highway

To: Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

Am attaching seven copies of the above named survey approval map. There will be no hearing necessary on this section.

Tom Edwards
Construction Engineer

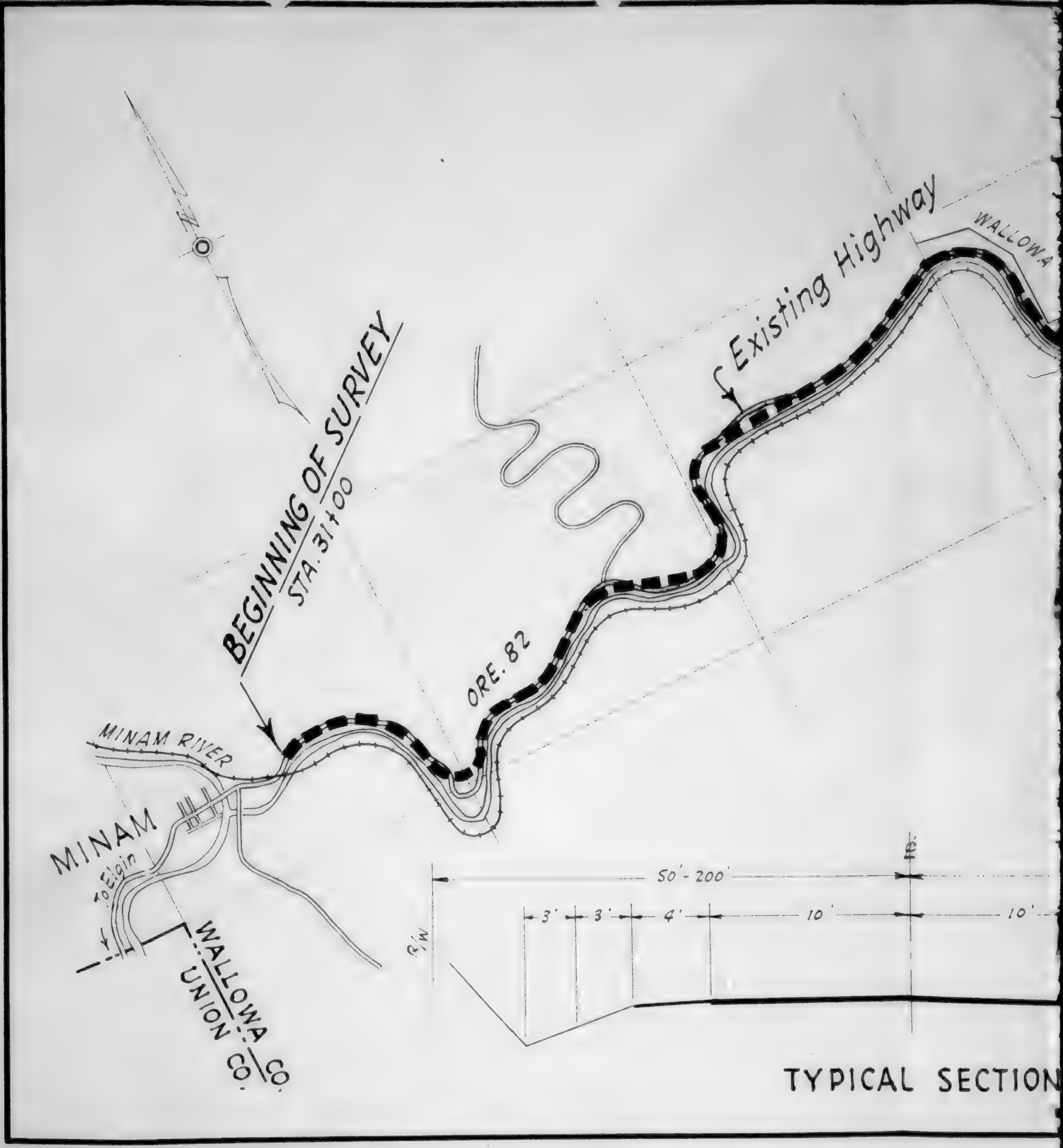
By D. J. Barbee
D. J. Barbee
Ass't Construction Engineer

DJB:jk

Attachments

RECEIVED
AUG 6 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER


BEGINNING OF SURVEY
STA. 31+00
Existing Highway
WALLOWA
ORE. 82
MINAM RIVER
MINAM
To Elgin
WALLOWA CO.
UNION CO.
50'-200'
R/W
3'
3'
4'
10'
10'
℄
TYPICAL SECTION

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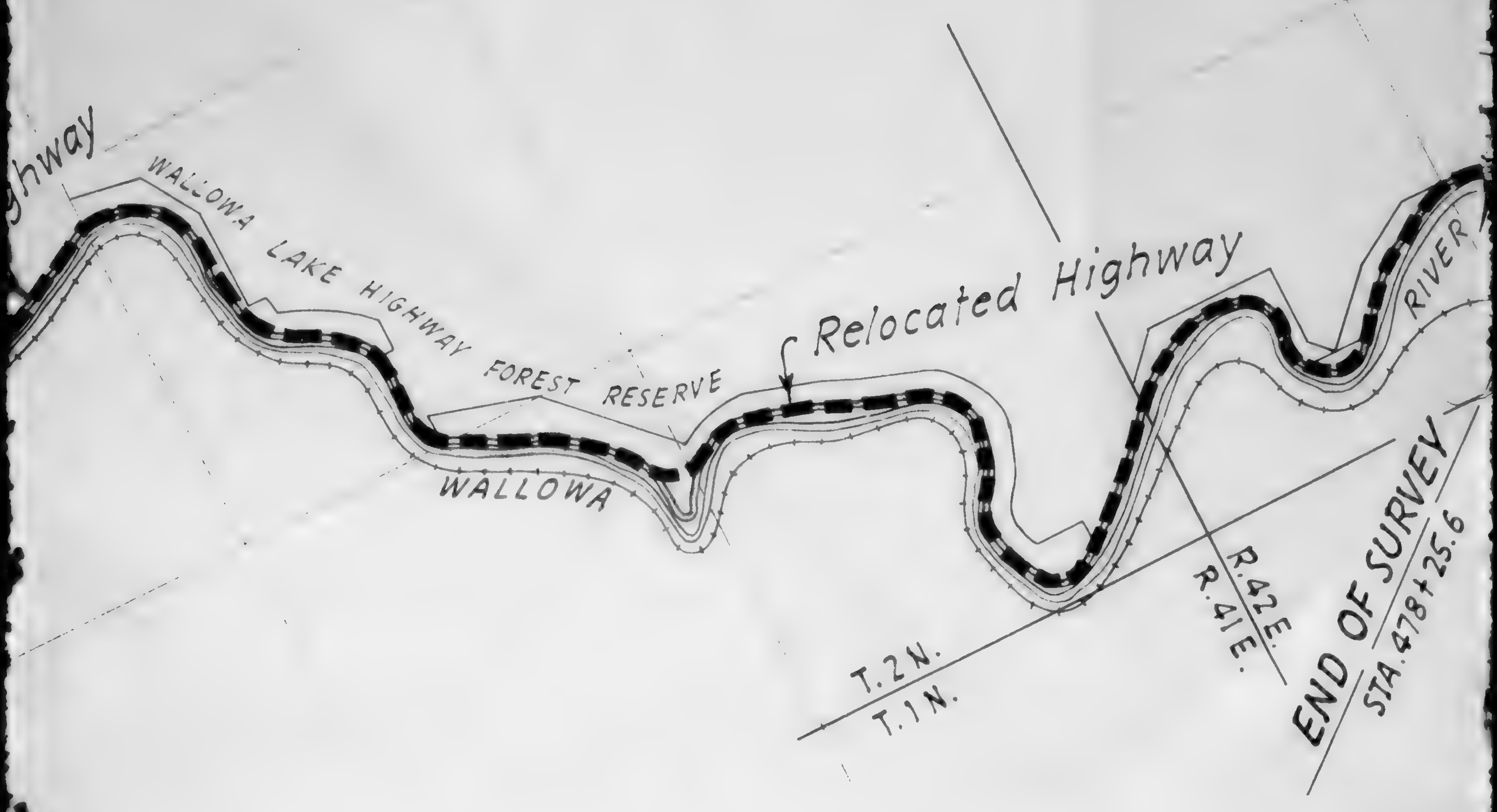
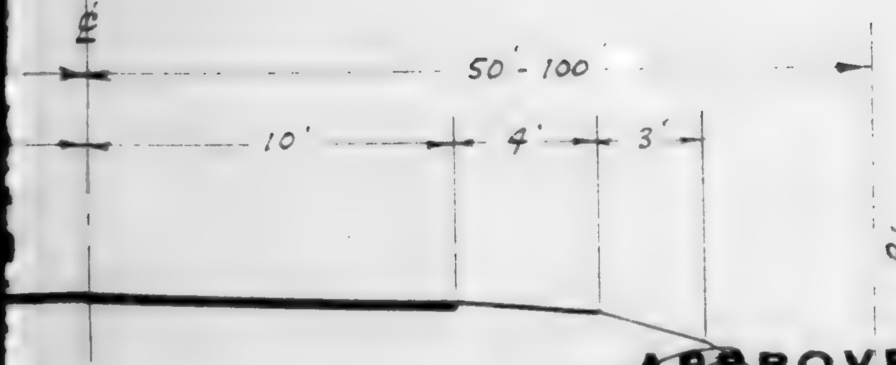




CAL SECTION

APPROVED
Forrest Cooper
DEPUTY STATE HIGHWAY ENGINEER
Date August 7, 1952

OREGON STATE HIGHWAY DEPARTME
Survey Approval Map

UNION CO. LINE - ROCK CR. SECT

WALLOWA LAKE HIGHWAY

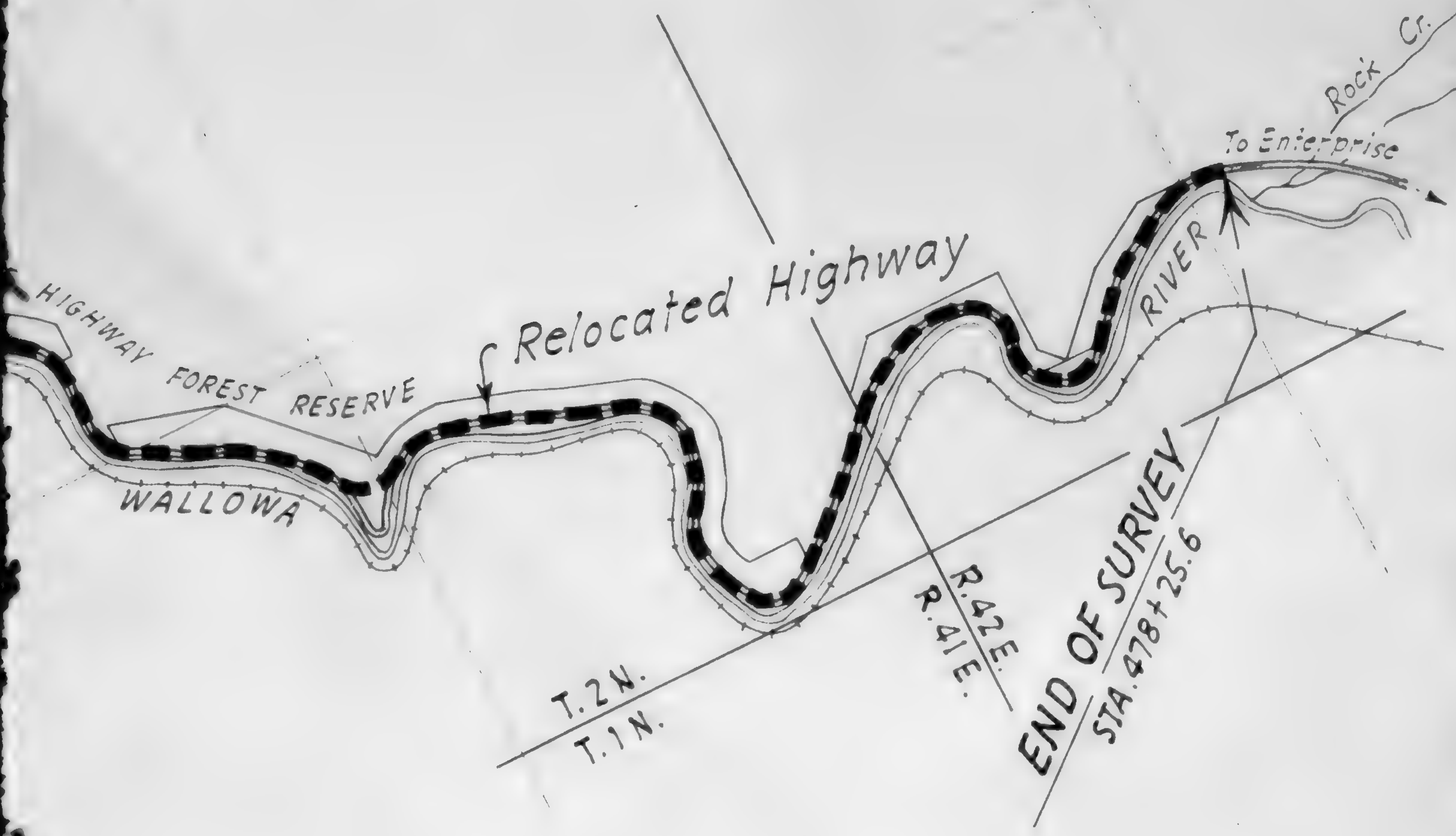
WALLOWA COUNTY

Scale: 1" = 2000' July,

DRG. NO. IR-3-1170

For details see Drg. No. 8B-6-12 & 8B-6-13, Ju

1R-3-1170



OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

UNION CO. LINE - ROCK CR. SECTION

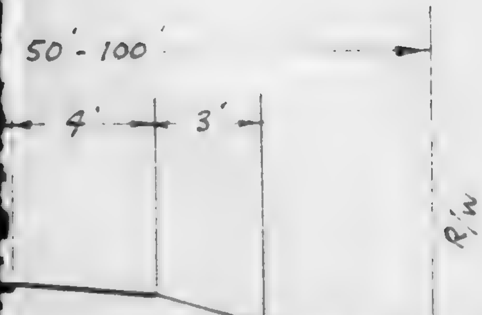
WALLOWA LAKE HIGHWAY

WALLOWA COUNTY

Scale: 1" = 2000'

July, 1957

DRG. NO. 1R-3-1170



APPROVED
Forrest Cooper
DEPUTY STATE HIGHWAY ENGINEER
Date August 7, 1957

For details see Drg. No. 8B-6-12 & 8B-6-13, July, 1957

I-303(17) Tigard Interchange Unit, 1958
Harbor Dr.-Wash. Co. Line
#5165 Sec. of Pacific Hwy.

C14A 1496 - 1-23-1958

RECEIVED
DEC 10 1970
FOR FILING

December 10, 1970

Mr. R. E. Simpson
Division Engineer
Federal Highway Administration
477 Cottage Street, N.E.
Salem, Oregon 97301

Project No. I-5-6(4)295
S.W. 14th Ave.-Washington Co. Line
Contracts 4998 and 5165
Project No. I-5-6(1)295
Right of Way

Dear Sir:

We are forwarding six copies of revised construction plan sheets Nos. 4, 6, 7, 8 and 9 on contract 4998; sheet No. 4 on contract 5165; and two sets of revised right-of-way plan sheet Nos. 3, 5, 7, 7A, 8, 9, 11 and 12 for the above-listed projects.

The plan sheets reflect the revisions in the right-of-way lines as a result of relinquishments to Multnomah County as per agreements, as well as the sale of excess parcels. The relinquishments to Multnomah were approved by your letters of March 17, 1969, and September 15, 1969; and the sale of excess was approved by your letters of March 21 and October 20, 1969. Your approval was also given for the relinquishment to the City of Portland of areas acquired for the 26th Ave.-30th Ave. Street connection; however, the actual relinquishment documents have not as yet been executed. Additional revised plan sheets reflecting this change will be submitted for your approval after execution of these documents.

We request that one copy of the revised plan sheets be returned approved for our files if found to be satisfactory.

Very truly yours,

R. L. Porter
State Highway Engineer

By

L. H. Young
Program and Planning Engineer

Encls.
CL:dg

The other matter discussed was the handling of traffic through the city of Dundee. They feel that they have been neglected by no improvement being done in the vicinity of Dundee for many years. They were advised that even though we sympathize with them regarding this problem, we could not see any construction project in Dundee in the near foreseeable future due to our many needs for highway improvement and limitation of funds.

The proposition was mentioned to them of eliminating parking through the city of Dundee and making a four-lane facility out of the existing roadway. This could be done without too much cost there being 46 feet between curbs where curbs are in place. Curbs now extend from 4th Street to 12th Street on the south-easterly side of the highway and from 1st Street to 12th Street on the north-westerly side of the highway. The existing parking area through this location was originally constructed as a oil mat, which if opened to traffic would need a minor amount of repair. If this was done, the four-lane should extend northerly past the city limits to the southerly end of the existing four-lane facility. Through this area the existing pavement would have to be widened but this could be done on the existing shoulder area.

The City Council indicated that they did not think the merchants within the city would approve of this plan and indicated little hope that they could eliminate the parking. They advised us not to proceed with this. They would consider it and if they thought it desirable from their standpoint they would again contact us requesting further information.

District Engineer, Floyd Lacey has been asked to prepare an estimate of the cost on upgrading our facility in accordance with this plan. In case the city does decide to approve this, we will have the cost thereof.

R. D. Asburry
R. D. Asburry
REGIONAL ENGINEER

RDA/sr

cc: A. E. Johnson
R. N. Bothman
Bruce Crandall
H. S. Cox
Floyd Lacey

RECEIVED
NOV 9 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 31 1964
FOR FILING

NOTED
LLOYD P. SHAW

[illegible]

[illegible]

JAN 29 1954
OFFICE OF
STATE HIGHWAY ENGINEER

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[illegible] 16 1962
FOR FILE:

I-303 (17)

5165

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
October 12, 1962

SUBJECT: Extra Work Order #3
Tigard Interchange
Contract: 5165

To:
Mr. L. H. Young
Office Engineer
BUILDING

NOTED
R. L PORTER

Reference is made to the Bureau of Public Roads citation on Extra Work Order #3 for fill repair on the Tigard Interchange Contract, No. 5165 in the amount of $1,795.20. This work was of an emergency nature and I discussed this with Mr. Polk on December 3, 1959, and received his verbal permission to proceed, and upon receipt of this permission advised the field to do the work. No work was performed until the following day, December 4.

In view of this verbal approval from Mr. Polk, we are entitled to reimbursement for the cited amount.

Will you please resubmit to the Bureau of Public Roads.

F. D. Morgan
Construction Engineer

by

J. B. Klaboe
R. B. Klaboe
Ass't Construction Engineer

EAP:db

cc Porter

RECEIVED
SEP 23 1961

FOR FILING

5165

September 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Reference is made to your letter of August 14, 1961, concerning the final cost of Project I-5-6(4)295 exceeding the agreement estimate amount by approximately 25%.

There are three contracts involved in the project and an analysis of each develops the following data:

Contract No.	Contract and Contingency Items in Agr.Est.	Approv.Cont.Items Not in Agr.Est.	Totals
Contract 4998			
Agr.Est.Amt.	$ 643,094.50	- -	$ 643,094.50
Final Constr.Amt.	$ 730,124.20	$ 55,997.57	$ 786,121.77
Overrun	$ 87,029.70(13%)	- -	$ 143,027.27
Contract 5020			
Agr.Est.Amt.	$ 43,746.00	- -	$ 43,746.00
Final Constr.Amt.	$ 87,379.70	$ 30,504.78	$ 117,884.48
Overrun	$ 43,633.70(100%)	- -	$ 74,138.48
Contract 5165			
Agr.Est.Amt.	$ 488,533.35	- -	$ 488,533.35
Final Constr.Amt.	$ 502,451.31	$ 27,293.01	$ 529,744.32
Overrun	$ 13,917.96(03%)		$ 41,210.97
Totals, All Contrs.			
Agr.Est.Amt.	$1,175,373.85	- -	$1,175,373.85
Final Constr.Amt.	$1,319,953.21	$113,795.36	$1,433,748.57
Overrun	$ 144,579.36(12%)	- -	$ 258,374.72(22%)

The overrun of approximately \$87,000 on Contract 4998 was occasioned principally by severe wet conditions encountered during construction that required the use of considerable more perforated metal drain pipe than originally anticipated with a corresponding increase in drainage excavation and special backfill in drains. Metal rail also overran due to more rail being required on the detour at Capital and Barbur to properly safeguard traffic. Likewise, considerable rail was used at S. W. 26th Ave. that was not originally anticipated, but was necessary for the same reason. The overrun of these items approximates the entire contract overrun.

The overrun of approximately \$43,600 on Contract 5020 was due to the excavation quantity being in error. It is not apparent how the error occurred but it is probable the original excavation computation inadvertently overlooked including the quantities between the retaining walls and abutments of the Capital Highway Undercrossing structure and the outside edges of the footings.

A comparison of the total cost of the Agreement Estimate items with corresponding final estimate quantities shows an overrun of 12%. The remainder of the overrun, approximately 10% is occasioned by contingency items consisting of approved Price Agreements, Extra Work Orders and other items not originally anticipated. When the complex nature of this type project is considered which traverses a highly developed urban area with many complications necessarily developing numerous changes during construction, it is our feeling the variation between the estimated and final costs is not too unduly great.

The large overrun for preliminary engineering was due to the several major changes made in the interchange layouts at Tigard Junction, Capital Highway and several other points, these changes resulting from the several conferences between the City of Portland, Multnomah County, Bureau of Public Roads and the State.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JWN:jb

FORM C-[illegible].1
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: August 14, 1961

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Oregon Project I-5-6(4)295
S.W. 14th Avenue-Washington County Line Section
Modification of Project Agreement - Final Voucher

We have received a final voucher on the above project showing a total cost of $1,651,112.00 and Federal Funds claimed of $1,471,892.00. The previous modified project agreement shows a total cost of $1,313,111.00 with Federal funds of $1,212,800.00. The final voucher shows an increase of $338,001.00 in total cost and $259,092.00 in Federal funds. No explanation of the increase in cost of over 25% was given, except for the resident engineer's explanation of overruns and underruns, which is very brief. Before a modified project is prepared for such a large increase of funds, it is requested that a detailed explanation of the over-run in costs be furnished for each item which exceeds the project agreement amount by more than 10%.

Modification of the agreement at the final voucher stage is permitted to provide additional funds only to cover normal overruns or increases due to approved change and extra work orders. An increase of this amount cannot be considered normal. In the future, where a project has such extensive overruns, it is requested that a revised agreement estimate and explanation of the overruns be forwarded prior to submission of the final voucher.

Foster /

NOTED

RECEIVED
AUG 15 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FORM E-30X
SEP 22 1961

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19, 1961

REFERRED TO 9/20/61
PAXSON
BY ASST. TRAFFIC ENGR.

We will proceed - The sign is outbound @ 24th Ave off-ramp -

To: MEMO TO FILE

SUBJECT: Service Signing
Tigard Interchange-Harbor Drive Section
Pacific Freeway

I-30[illegible](17)
5165

On Friday, September 15, Mr. L. R. Knepper, Ass't. Manager, Oregon State Motor Ass'n., contacted Mr. George in regard to signing on the Tigard Interchange-Harbor Drive Section of the Pacific Freeway. One point discussed was the possible need for "Gas Food Lodging" signs for southbound traffic on the freeway in the vicinity of the Barbur Blvd. district. Mr. George checked our plans and found that there were no such signs.

On Monday, September 18, Mr. Crandall, Mr. Head and I discussed this matter and it was decided that a "Gas Food Lodging" sign should be installed under the gore point sign at the 24th Avenue southbound off-ramp. I then called Mr. Knepoer and told him that this installation would be made.

Val Johnson
Val Johnson
Traffic Control Engineer

VPJ:pk

NOTED
G. S. PAXSON

RECEIVED
SEP 20 1961
STATE HIGHWAY ENGINEER

RECEIVED
SEP 22 1961
FORM E-30X 50M 7-59 22125
FOR FILING
5165

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
September 18, 1961

SUBJECT: Illumination & Signing
Baldock Freeway

To:

G. S. Paxson
Asst. State Highway Engineer
Building

I believe we are presently shooting at a target date of November 15 for the opening of the Tigard-Harbor Drive Section of the Baldock. In looking things over on the ground, I am a little concerned on the state of progress with respect to the sign installations and to a lesser degree the illumination.

The sign installations, as you are aware, are a corporate part of the paving contract and on this particular job involve quite a few larger sign bridges, cantilevers, etc. The contractor is presently pretty well along as regards having the sign bridges, etc., fabricated and stockpiled, however, on-the-ground-inspection does not indicate there is anything being done in getting the foundations in.

I think it very essential on any of these freeway jobs that all the signing be completed and operative before opening to traffic, and I think doubly important with respect to this heavy trafficed urban freeway section. We have had criticisms in the past where we have opened sections prior to completion of the signing work, and certainly the signing will be a very important factor on this section of the Baldock.

NOTED
G. S. PAXSON

F. B. Crandall
Traffic Engineer

FBC:njc

cc - Forrest Cooper

RECEIVED
SEP 18 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 14 1961
FOR FILING

5165

August 11, 1961

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: Mr. Wesley C. Thompson
Bond Manager

Dear Mr. Thompson:

In your letter of August 10 you inquire concerning a claim involving Buddy R. Gregson who did hauling for McNutt & Sons on Central Paving Company's Contract No. 5165.

We have gone through the records pertaining to Contract 5165 and do not find any evidence of such a claim nor do we find that McNutt & Sons operated as a subcontractor on this job. I do remember vaguely that there has been some correspondence concerning Buddy Gregson, but do not recall to which contract it pertained. The records for Contract 5165, as stated above, do not show anything concerning a claim filed by Buddy R. Gregson or by Truck Sales & Service Co.

It may be that this claim pertains to some other contract. If you wish us to look further, please advise.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

NOTED ON CARD

Portland Branch • 627 Board of Trade Building • Portland 4, Oregon

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

August 10, 1961

State Highway Department
State of Oregon
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Re: Central Paving Company, Prime Contractor
on Contract No. 5165
McNutt & Sons, Subcontractor
Truck Sales & Service Co. - Salem, Oregon, Claimant

Gentlemen:

We recently received a letter from Truck Sales & Service Co. in Salem, advising that they had a claim involving Buddy R. Gregson, who was hauling for McNutt & Sons on Central Paving's job. They claim that in June of 1958 they advised the Highway Department that they had this claim and that the Highway Department acknowledged the claim and forwarded the information to us. We have gone through our files and not only can find no notification of any claim, but do note that in your December 21, 1960 letter advising that the final payment was ready to be released, you stated that you were not aware of any unpaid claims. Will you please do us the favor of checking your files and advising us if Truck Sales & Service Co. ever did file a claim under our bond.

Your help in this matter will be very much appreciated.

Very truly yours

W C Thompson

Wesley C. Thompson
Bond Manager

WCT:jm

RECEIVED
AUG 11 1961
OREGON
STATE HIGHWAY COMMISSION

No record of McNutt & Sons
as sub hauler

RECEIVED
MAY 22 1961

FOR FILING
I-303(17)

5165

I

May 19, 1961

United Pacific Insurance Company
Box 1216
Tacoma 1, Wn.

Attention: Mr. Henry F. Reints
Claim Department

Gentlemen:

This is in reply to your letter of May 16 concerning a claim filed by Erland & Blickle Company against Central Paving Co.'s Contract No. 5165, and a post-final payment to the contractor in the amount of $1,566.00.

In checking our file on this contract we find that on March 13, 1961, a letter was addressed to your company in the Medical Arts Building, Tacoma, Wn., advising that a claim had been received in our office from Erland & Blickle Company in the amount of $9,274.80 for labor and materials furnished on our Contract No. 5165.

On March 15, 1961, a letter was written to your company, P. O. Box 1578, Tacoma, Wn., advising that the claim mentioned above had been filed in the Secretary of State's Office on March 14, 1961, and had been assigned his file No. 3794.

On March 31, we wrote to your company, P. O. Box 1578, Tacoma, advising that a post-final payment would be made to Central Paving Co. on Contract No. 5165 in the amount of $1,566.00, as soon as the warrant was prepared. An inquiry to our Accounting Division revealed that the post-final warrant was mailed to the contractor on April 11, 1961.

Several years ago we were advised by our Chief Counsel to not withhold payments to the contractors because claims had been filed, unless we were requested to do so by the surety. It is my understanding that this instruction was made in view of a Supreme Court decision which had to do with the payment of interest on funds withheld.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fp

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

May 16, 1961

Floyd Query, Secretary
State of Oregon
State Highway Department
Salem, Oregon

Gentlemen:

Bond 325457 - Central Paving Co.
Oregon State Highway Department
Salem, Oregon - Your File 3794

We are now in receipt of a letter from your office dated March 15, indicating that the Erland & Blickle Company has filed a claim in the sum of $9,274.80, allegedly for labor and materials provided under the above project which is the Central Paving Company's contract No. 5165.

In addition, however, we have a further letter from your office dated March 31, 1961 stating that the sum of $1,566.00, a post-final payment will be made. We presume, of course, that in view of the fact that a claim has been filed with the Department, no payments will be made to the contractor until such time as the claim has been disposed of in some manner, or other arrangements made. We, of course, do not at this time know whether the Erland & Blickle Company claim is a proper one, but would appreciate hearing from you as to what arrangements will be made by your office for payment of the $1,566.00 since we are investigating and may wish to assert some right to those moneys.

We appreciate your advising us concerning this matter and thank you for your cooperation.

Very truly yours,

UNITED PACIFIC INSURANCE COMPANY

Reints

Henry F. Reints
Claim Department

HFR:p

RECEIVED
MAY 18 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 31 1961
FOR FILING

I-303(17)

5165

March 31, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1,
Washington

Gentlemen:

You are hereby notified that a post-final payment will be made to Central Paving Co., on contract #5165 for structures-grading-paving the Tigard Interchange Unit of the Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $526,813.68, including the post-final payment of $1,566.00. Of the total, $23,561.81 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Central Paving Co.,
P. O. Box 38
Independence
Oregon

[illegible]

RECEIVED
~~MAR~~ 17 1961
FOR FILING

I-303(17)

5165

March 15, 1961

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

This is to inform you that the claim of Erland & Blickle Company, in the amount of $9,274.80, for labor and materials provided in connection with the Central Paving Company's Contract No. 5165, was filed in the Secretary of State's Office on March 14, 1961. The Secretary of State has assigned his File No. 3794 to this claim. The complete description of this claim was outlined to you in our letter of March 13.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

CWH:jmc

NOTED ON CARD

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 13, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $9,274.80 received from King, Miller, Anderson, Nash & Yerke, Attorneys, on behalf of Erland & Blickle Co., for labor and materials provided in connection with the Central Paving Company Contract No. 5165. This contract covers structures, grading and paving the Tigard Interchange Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

RECEIVED
MAR 15 1961
OREGON
STATE HIGHWAY COMMISSION

File # 3794

FILED
MAR 14 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 14 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 14 1961
FOR FILING

I-303 (17)

5165

March 13, 1961

King, Miller, Anderson, Nash & Yerke
Attorneys and Counselors at Law
American Bank Building
Portland 5, Oregon

Attention: Mr. Norman J. Wiener

Gentlemen:

This will acknowledge your letter of March 6 and attached claim of your client, Erland & Blickle Co., Portland, in the amount of $9,274.80 plus interest at the rate of six percent per annum from January 4, 1961, for labor and materials provided in connection with the Central Paving Company Contract No. 5165.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

KING, MILLER, ANDERSON, NASH & YERKE
ATTORNEYS AND COUNSELORS AT LAW
AMERICAN BANK BUILDING
PORTLAND 5, OREGON

RALPH H. KING
ROBERT S. MILLER
GRANT T. ANDERSON
FRANK E. NASH
FREDRIC A. YERKE, JR.
NORMAN J. WIENER
ORVAL O. HAGER
JOHN W. HILL
CURTIS W. CUTSFORTH
MAURICE O. GEORGES
MARK C. McCLANAHAN
CLIFFORD N. CARLSEN, JR.
HELEN F. ALTHAUS
OMAR W. HALVORSON
THOMAS E. WITHYCOMBE
DONALD R. HOLMAN
RICHARD C. HELGESON
KENNETH W. HERGENHAN
JEAN P. LOWMAN
KENNETH LEWIS

March 6, 1961

Clerk, State Highway Commission
State Highway Building
Salem, Oregon

Dear Sir:

On behalf of our client, Erland & Blickle Co., we hereby present and file with you notice of claim as required by the provisions of ORS 279.528.

Very truly yours,

KING, MILLER, ANDERSON, NASH & YERKE

By Norman J. Wiener

Pe.
please reply
F.E.

RECEIVED
MAR 7 1961
OREGON
STATE HIGHWAY COMMISSION

Notice of Claim under ORS 279.525 to State Highway Commission of Oregon.

Notice hereby is given that the undersigned, Erland & Blickle Co., an Oregon corporation, has a claim for labor and materials provided in connection with a road-grading contract in the sum of $9,274.80, plus interest at the rate of 6 per cent per annum from January 4, 1961, against the bond taken from Central Paving Company as principal and United Pacific Insurance Company as surety for and in connection with the work to be done under Contract No. 5165 with the State Highway Commission relating to grading and paving of the Pacific Highway, Tigard Interchange Unit.

DATED this 6th day of March, 1961.

ERLAND & BLICKLE CO.

By Joe Blickle
President

RECEIVED
MAR 14 1961
FOR FILING

I-303(17)

5165

March 13, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $9,274.80 received from King, Miller, Anderson, Nash & Yerke, Attorneys, on behalf of Erland & Blickle Co., for labor and materials provided in connection with the Central Paving Company Contract No. 5165. This contract covers structures, grading and paving the Tigard Interchange Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD
lc

RECEIVED
MAR 14 1961
FOR FILING

I-303 (17)

5165

March 13, 1961

United Pacific Insurance Company
Medical Arts Building
Tacoma, Wn.

Gentlemen:

A letter dated March 6 with claim attached has been received from King, Miller, Anderson, Nash & Yerke, Attorneys, Portland, on behalf of Erland & Blickle Co., advising that Central Paving Company owe them $9,274.80 plus interest at the rate of six percent per annum from January 4, 1961, for labor and materials provided in connection with State Highway Contract No. 5165. This appears to be in connection with our Contract No. 5165 with Central Paving Co. for structures, grading and paving on the Tigard Interchange Unit, Harbor Drive-Washington County Line Section of the Pacific Highway (R. H. Baldock Freeway) in Multnomah County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

CWH:fp

Secretary

Enc.
CC:
Victor S. Risley Co.
223 Board of Trade Building
Portland 4, Oregon

NOTED ON CARD
dc

Central Paving Co.
P. O. Box 38
Independence, Oregon

Commissioners
W. C. Williams
Forrest Cooper

RECEIVED
FEB 27 1961
FOR FILING
I-303(17)
5165

February 24, 1961

King, Miller, Anderson, Nash & Yerke
Attorneys at Law
American Bank Building
Portland 5, Oregon

Gentlemen:

As requested in your letter of February 22 with attached affidavit, we are enclosing a certified copy of State Highway Contract No. 5165 with Central Paving Company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWE:fp

KING, MILLER, ANDERSON, NASH & YERKE
ATTORNEYS AND COUNSELORS AT LAW
AMERICAN BANK BUILDING
PORTLAND 5, OREGON

RALPH H. KING
ROBERT S. MILLER
GRANT T. ANDERSON
FRANK E. NASH
FREDRIC A. YERKE, JR.
NORMAN J. WIENER
ORVAL O. HAGER
JOHN W. HILL
CURTIS W. CUTSFORTH
MAURICE O. GEORGES
MARK C. McCLANAHAN
CLIFFORD N. CARLSEN, JR.
HELEN F. ALTHAUS
OMAR W. HALVORSON
THOMAS E. WITHYCOMBE
DONALD R. HOLMAN
RICHARD C. HELGESON
KENNETH W. HERGENHAN
JEAN P. LOWMAN
KENNETH LEWIS

February 22, 1961

Clerk, State Highway Commission
State Highway Building
Salem, Oregon

Dear Sir:

On behalf of our client, Erland & Blickle Co., we hereby enclose affidavit of Joe Blickle, president of said corporation, and request that you send us a certified copy of your contract No. 5165 with Central Paving Company and the surety bond under said contract.

Very truly yours,

King, Miller, Anderson, Nash + Yerke

RECEIVED
FEB 23 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

AFFIDAVIT

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

I, JOE BLICKLE, being first duly sworn, depose and say:

I am President of Erland & Blickle Co., an Oregon corporation. I make this affidavit pursuant to the provisions of ORS 279.515.

Said corporation has a claim against Central Paving Company, an Oregon corporation, for the sum of $9,274.80 and said claim has not been paid.

Said claim is for the balance due for grading work performed by Erland & Blickle Co. as a subcontractor for the prosecution of the work provided in State Highway Contract No. 5165 relating to the Pacific Highway, Tigard Interchange Unit.

Joe Blickle

SUBSCRIBED and sworn to before me, this 22nd day of February, 1961.

Norman J. Werner
Notary Public for Oregon
My commission expires:
4-22-64

RECEIVED
FEB 27 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-3 (17)
5165

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 21, 1961

Central Paving Company
P. O. Box 38
Independence, Oregon

Tigard Interchange Unit
Contract No. 5165

Attention Mr. Emerson B. Page

Gentlemen:

Attached for your consideration is Price Agreement No. 5 which covers and will constitute a settlement of your claim on the subject project.

The claim arises from the quantity of work which you performed on Item 47, Structural Excavation, and Item 55, Concrete Slab Riprap, as compared to the quantities listed on the plans and tabulation of bid items.

A review of Items 47 and 55 shows that the plans and specifications called for 828 cubic yards of structural excavation and 1,140 square yards of concrete slab riprap respectively. During the course of the work changes were made in the field (of which you were informed) that reduced these quantities by 156 cubic yards and 258 square yards for a final plan quantity of:

Item 47	672 Cubic Yards
Item 55	882 Square Yards

It has been determined that you actually excavated 990 cubic yards and laid 1,131 square yards to complete the work.

The Special Provisions for this project, on Page 28, itemize the conditions on which your bid for Items 47 through 55 should have been based and in part reads as follows: "...While these quantities have been determined with reasonable care and with reasonable interpretation of the plans, the State does not in any way guarantee their accuracy. The bidder or contractor's responsibility for determining the actual quantities, as outlined in Article 1.3.3, is not waived..."

From the foregoing, two conclusions may be drawn: (1) That perhaps the discrepancy between the originally-estimated quantities and the amount of work required indicates a lack of "reasonable care" on our part in determining the amounts of Items 47 and 55; and (2) That you evidently failed to independently determine the quantities that would actually be required.

There appears to be a joint responsibility in the matter and, as the attached Price Agreement indicates, a 50 - 50 split of the difference seems in order and should prove a reasonable and equitable resolution of your claim.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Tom Edwards
Construction Engineer

LWR:fp:jw

Attach.

cc ~~W. C. Williams~~ ✓
Cooper

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 21 1961
FOR FILING

I-303 (17)

5165

Salem, Oregon
February 20, 1961

Mr. Ivan Merchant

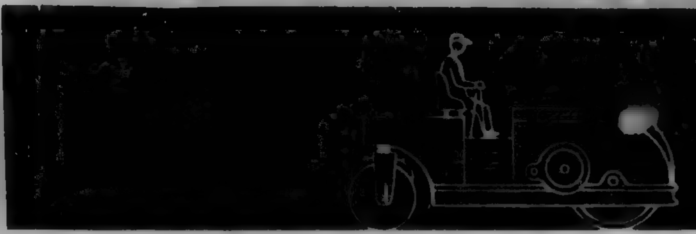
Herewith copy of a letter from the Central Paving Co. about the Tigard Interchange Unit. Please refer to my letter to you of February 9 outlining what, in my opinion, would be an equitable settlement.

I would suggest that you get in touch with Mr. Page as soon as practicable.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae



••• CENTRAL PAVING COMPANY

PLANTS: SALEM • DALLAS • INDEPENDENCE • • • • • MAILING ADDRESS: P. O. BOX 38 **INDEPENDENCE, OREGON**

TELEPHONE:
SALEM: EMPIRE 3-5468
DALLAS: MAYFAIR 3-4141
INDEPENDENCE: 231

REFERRED TO
Paxson
State Highway Engineer

February 18, 1961

Oregon State Highway Department
Salem, Oregon

Re: Tigard Interchange Unit
Contract #5165

Gentlemen;

To date we have never received your proposal in regards to our claim outlined in our letter of December 22, 1960. In discussing this with Mr. B. H. Merchant, we understood that the proposal was decided but that our original letter was "lost" somewhere in the administrative machinery, but that you would forward the proposal as soon as the letter was located.

Since over a week has elapsed and still no word from you, we are forwarding a reproduction of our file copy for your use in forwarding your proposal.

Very truly yours,

CENTRAL PAVING CO.

Emerson B. Page
Secretary

Enclosure 1

RECEIVED
FEB 20 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

... CENTRAL PAVING COMPANY

PLANTS: SALEM • DALLAS • INDEPENDENCE • • • • • MAILING ADDRESS: P O BOX 38 INDEPENDENCE, OREGON

TELEPHONE
SALEM EMPIRE 4-9346
DALLAS, MAYFAIR 3 4141
INDEPENDENCE 231

December 22, 1960

Oregon State Highway Department

Salem, Oregon

Re: Tigard Interchange Unit
Contract #5165

Gentlemen:

We are requesting that consideration be given for compensation for work performed by us on the above project. This is in connection with the structual excavation (Item 47) and the concrete slab riprap (Item 55).

The original quantities estimated by your department indicated 600 cu. yd. of structual excavation at the Barbur Blvd. over-crossing and 228 cu. yds. at the Baldock structure. The footing elevations were raised from the orginal plans and thus eliminated 146.64 cu. yds. at Barbur. This would have left a balance of 453.36 cu. yds. for this structure. A reduction of 8.97 cu. yds. would have left 219.03 cu. yds. on the other structure. This leaves a net total of 672.39 cu. yds. for which we were paid.

Per the bridge engineer, Warren Mueller, we actually moved 1040 cu. yds. at the Barbur structure. If we had put the footings at the original elevation we would have moved 1040 cu. yds. plus the 146.64 cu. yds. for a total of 1186.64 cy. yds. on this one structure. Since this was estimated at only 600 cu. yds. it would appear that the estimate was off 586.64 cu. yds. or 97.77%. We feel the estimated quantities were unreasonable.

The slope paving item has much the same story. The following figures will illustrate it:

Actual accomplished by contractor	1118.67 sq. yds.
Plus deletions	257.80
Total if no deletions	1376.47
Original estimate	1140.00
Error in estimate	236.47

This error amounts to 20.74 % off from estimate which is unreasonable.

We are therefore claiming an additional 586.64 cy of structual excavation and an additional 236.47 sq. yds. of concrete slab riprap at our unit bid price of $5.50 cy and $5.00 s.y. respectively.

COPY

Very truly yours,
CENTRAL PAVING CO.

Emerson D. Page

RECEIVED
FEB 9 1961
FOR FILING

I-303(17)

4165

T

Salem, Oregon
February 8, 1961

Mr. Ivan D. Merchant

Tigard Interchange
Harbor Drive-Washington
County Line Section
Multnomah County

Reference is made to the controversy with the contractor concerning the variants between estimated quantities for structural excavation and slope pavement on the Tigard Interchange contract.

Our specifications definitely make the checking of any quantities shown in the estimate the responsibility of the contractor. At the same time, we advised the contractor that our estimates have been made with reasonable care. The wide variation is hardly within reason, and apparently the contractor did not check the quantities as is called for by the specifications. There seems to be considerable responsibility in the matter on both the State and the contractor.

I would suggest that you have a conference with the contractor and arrive at some mutually agreeable settlement. I have discussed this with the Bureau of Public Roads, and they have unofficially indicated that they would be favorable toward a 50-50 split of the overrun under which we would reimburse the contractor for about half the difference between the estimate and the actual quantities. I think this could be handled by a price agreement, which should have in it a clause in which the contractor waives any further claims against us.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. F. B. Klaboe

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DEC 28 1960
FOR FILING
[illegible] (17)
5165

December 21, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5165 for structures-grading-paving the Tigard Interchange Unit of the Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County was completed by the contractor, Central Paving Co., on September 27, 1960, and was formally accepted by the Highway Commission on December 12, 1960.

Final payment in the amount of $15,584.08 will be released to the contractor on or after December 30, 1960. The total contract amount is $525,247.68, of which amount $23,561.81 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Central Paving Co.,
P. O. Box 38
Independence
Oregon

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DEC 19 1960
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I-303(17)
5165

Salem, Oregon
December 16, 1960

Tigard Interchange Unit,
Harbor Dr.-Wash. Co. Line Sec.
Multnomah County
Contract No. 5165

Mr. Lowell A. Johnston
Resident Highway Engineer

This is to advise you that at its meeting on December 12, 1960, the Highway Commission approved an increase of $30,916.56 in project authorization on the subject contract.

The new authorization for construction is $581,191.58.

R. L. Porter
Office Engineer

cc: Lloyd Shaw

DBP:jb

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5165

4

December 16, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that seeding and mulching on the Tigard Interchange Unit, Harbor Drive-Washington County Line Section, was completed November 7, 1960.

This work was authorized under Order for State Force Work, dated July 1, 1958.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

cc: J. W. Nash

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1-303 (C.)
5165

November 29, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Central Paving Co., on contract #5165 for structures-grading-paving the Tigard Interchange Unit of the Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County.

This payment, in the amount of $2,391.46, will be released to contractor on or after December 9, 1960. The retained percentage is $15,034.08.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

You have been previously notified that an Assignment of Claim to the Commercial Bank of Salem, Oregon, was released August 31, 1960.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Central Paving Co.,
P. O. Box 38
Independence
Oregon

RECEIVED

1-303 (17)

5165

November 21, 1960

Oregon State Highway Commission

Gentlemen:

It has become apparent that the Tigard Interchange Unit of the Harbor Drive-Washington County Line Section, Contract No. 5165, under contract to the Central Paving Company, will overrun the project authorization. It is therefore requested that said project authorization be increased $30,916.56, from $550,275.02 to $581,191.58. This represents an overrun of 5.62 per cent.

The basic reasons for this overrun are:

1. Overrun in coarse base material necessary to complete the project resulting from necessary changes in the various connecting roads and detour patterns.

2. An overrun in engineering resulting directly from the strikes of 1958 which delayed the job, requiring 2½ years for completion.

3. Increases in the necessary signing and barricading work above that which was originally anticipated in order that traffic could be better handled.

It is therefore requested that an increase of $30,916.56 be authorized for this project.

This matter will be on the agenda for the December 12-13 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc: Tom Edwards
FBK:fp ms

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 17, 1960

SUBJECT: Tigard Interchange Unit
Harbor Drive-Washington County
Line Section
Pacific Highway
Contract No. 5165

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I forward herewith a request for additional funds in the amount of $30,916.56 which represents an overrun of the project authorization of 5.62 per cent. The contract items themselves, with the exception of Item No. 36, Coarse Crushed Base, more or less balanced out. Item No. 36 overran $16,051.20 which combined with all of the under and overruns in contract items overran said contract $15,798.16. Approved Work Orders and Price Agreements amounted to $34,877. These orders overran a total of $999.34.

One of the largest overruns in the contract, which seems to be common in the Metropolitan Division, was engineering which overran $9,053.06. It is explained in this case by the fact that the strikes during the summer of 1958 slowed up the work to such an extent that more than 2½ years were required to complete the project.

The overrun in Item No. 36, Coarse Crushed Material in Base, was the result of several errors in the original plans. The pavement was in some cases shown either too high or too low. This in turn required more removal of said pavement than anticipated which resulted in an increase in the rock required to complete the job.

All these overruns are offset by the anticipated items and contingencies as listed below:

Overrun of Contract Items	$15,798.16
Approved Orders	34,877.00
Overrun of Approved Orders	999.34
Overrun of Engineering	9,053.06
	$60,727.56
LESS	
Contingncies	$22,011.00
Anticipated Items	7,800.00
Total Additional Needed	$30,916.56

NOTED
[illegible]

A rough draft of a letter to the Commission requesting this increase is enclosed.

Tom Edwards
Construction Engineer

By F B Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

RECEIVED

Tigard Interchange Unit
Harbor Drive-Washington Co. Line
Prefix No. 26-1001
Contract No. 5165

Breakdown of Report on Over-run of Project Authorization

Contract Amount: This is the total of contract items only as shown on original authorization.		$481,333.35

Over-run of Major Items:

36.	Coarse crushed mat'l. in base	$16,051.20
42.	Class "B" asphaltic concrete	1,990.28
50.	Class "A" concrete	296.81
51.	Metal reinforcement	432.90
		$18,771.19

Under-run of Major Items:

7.	General excavation, uncl.	$ 1,156.78	
30.	Concrete curbs	823.68	
37.	¾"-0" mat'l in base	482.50	
		$ 2,462.96	
	Algebraic total Major Items:		16,308.23

Over-run Minor Items:

2.	Removal of pavement	1,187.19
5.	Removal of Misc. Conc. & Masonry	0.84
6.	Drainage Excavation, Uncl.	1,473.12
9.	Long overhaul	551.98
11.	12" concrete pipe	1,001.70
12.	18" " "	270.00
13.	24" " "	260.00
14.	30" " "	7.00
15.	36" " "	80.00
17.	8" Metal drain pipe, uncoated	187.00
18.	6" Perforated metal drain pipe	783.00
19.	8" Perforated metal drain pipe	216.00
20.	Special backfill in drains	441.86
23.	12" concrete sewer pipe	156.60
27.	Concrete Manholes	4.80
28.	Special concrete catch basins	828.00
32.	Metal guard rail	1,259.37
33.	Metal median barrier	500.50
34.	Salvaging guard rail	457.08
44.	Furnishing & placing aggregates	253.00
45.	120-150 Asphalt in shoulder oiling	201.60
53.	Metal parapet rail	54.00
	Total Minor Items Over-run	$10,174.64

Breakdown of Report continued:

Under-run Minor Items:

3. Removal of Curbs	$ 62.90	
4. Removal of Catch Basins	10.00	
8. Short overhaul	721.10	
16. 6" Metal drain Pipe, Unc.	56.00	
21. 8" Concrete Sewer Pipe	438.40	
22. 10" Concrete Sewer Pipe	212.40	
24. 15" Concrete Sewer Pipe	272.00	
25. 18" Concrete Sewer Pipe	344.00	
26. Extra for pipe under pavement	360.00	
29. Adjustment of Catch Basins	25.00	
31. Concrete in islands	28.14	
35. 1½" Electrical conduit	574.50	
38. Sprinkling	2,767.50	
40. ¾"-0 Mat'l in Binder Course	479.50	
41. RC-3 Asphalt	971.32	
43. Asphaltic Concrete Traffic Markers	977.10	
46. RS-1 Asphalt	240.00	
47. Structural Excavation	855.85	
55. Concrete Slab Riprap	1,289.00	
Total Minor Items Under-run	10,684.71	
Algebraic Total Minor Items		$ 510.07

Approved Work Orders:

P.A. No.1, Sewer across P.G.E.	3,735.00		
P.A. No.2, Misc. work on bridge 7758-B	265.00		
P.A. No.3, Deletions from contract	(2,326.25)	Not included in total.	
P.A. No.4, Construct Special Manhole	550.00		
E.W.O. No.1, Flagging, state share	6,000.00		
E.W.O. No.2, Temporary Signing	14,880.00		
E.W.O. No.3, Repair "LU" slide	1500.00		
S.F.O. No.1, Adjust utilities, Acc't. 285	1,822.00		
S.F.O. No. 2, Seeding & Mulching, Acc't No. 224 and 238	1,200.00		
S.F.O. No.3, Signs, etc., Acc't 274	3,500.00		
S.F.O. No.4, Repairs to Str. Acc't 269	1,425.00		
Total approved work orders	$34,327.00		34,877.00

Major Work Orders Over-run:

P.A. No.1, Sewer across P.G.E.	$ 4.36
E.W.O. No.2, Temporary Signing	3,941.03
S.F.O. No.1, Adjust utilities, Acc't 285	706.05
Total Major Work Orders over-run	$ 4,651.44

Major Work Orders Under-run:

E.W.O. No.1, Flagging, State Share	$ 3,104.89
S.F.O. No.3, Signs etc. Acct. 274	1,358.61
Total Minor Work Orders Under-run	$4,463.50

Breakdown of report continued:

Minor Work Orders Over-run:

E.W.O. No. 3, Repair "LU" slide	$ 348.17	
S.F.O. No. 4, Repair to str. acct No. 26	463.23	
Total minor work orders over-run	$ 811.40	

Minor Work Orders Under-run:

None		
Total Algebraic difference all work orders		$ 999.34

Expected Over-run of Engineering Authorization:

Total authorization		39,130.67
Total expected over-run		9,053.06
Total Cost		$581,191.58

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Tigard Interchange Unit Harbor Drive-Wash. Co. Line Section

For Week Ending November 11, 1960

Highway Pacific County Multnomah

Kind of work Structures, Grading and Paving

Contractor Central Paving Company

Section prefix 26-1001

Date of contract April 15, 1958

Contract number 5165

Date work started March 18, 1958

Specified work days 200

Work days used 200

Project authorization $ 550,272.02

Exclusive of engineering $ 511,144.35

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 533,007.85

Estimated per cent overrun 5.62 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 39,130.67

Engineering cost to date $ 48,183.73, 123.14 %

Date project was completed September 27, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%	100%	100%	100%	100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The semi-final estimate was submitted to the division office on Wednesday, November 9.

This is the final weekly report on this project.

Project was completed on September 27, 1960.

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NOV 14 1960
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NOTED

NOTED
C. E. PAULSEN

Signed

Address 8665 S.W. Canyon Road, Portland 25, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.78	0.78	-	0.78	0.78
Miles partially completed	0	0	-	0	0
Miles completed	0.78	0.78	-	0.78	0.78
Total estimated quantities (contract)	86,400	29,800	-	63 T	8,000 T
Total quantities corrected to date	85,298	36,295	-	40.94 T	8,313 T
Estimated quantities moved or placed to date	85,298	36,295	-	40.94 T	8,313 T
Average daily quantities	0	0	-	0	0
Average daily quantities necessary to complete project on time	0	0	-	0	0
Number shifts per day	0	0	-	0	0
Hours per shift	0	0	-	0	0
Average force on project for week	0	0	-	0	0

Men 0

Supervision 0

Men and trucks under 3 tons 0

Men and trucks over 3 tons 0

Men and tractors 0

Equipment used during week: Shovels 0, Power graders 0, Rollers 0, Mixers 0, Crushing or screening plants 0

Compressors 0, Bulldozers 0, Compaction rollers 0

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		Project completed on September 27, 1960.
Tuesday	Clear		
Wednesday	Foggy		
Thursday	Showers		
Friday			
Saturday			

RECEIVED
1960

Form No. E-372—10M—7-58

OREGON STATE HIGHWAY DEPARTME

Report on Expected Over-run of Project Authorization

1-363(17)

Project Name Tigard Interchange Unit, Harbor Drive-Washington County Line Section
Date November 8, 1960
Highway Pacific
Contract No. 5165
County Multnomah
Kind of Work Structures, Grading & Paving
Contractor Central Paving Company
5165
Contract Amount $ 281,333.35

Expected over-runs and under-runs in contract items:

Major items, itemized:

		Quantity	Unit Price	Amount
7. General Excavation, Unclass.	cu.yd.	1,101.7	$ 1.05	-$1,156.78
30. Concrete Curbs	cu.yd.	24.96	33.00	- 823.68
36. Coarse Crushed Mat'l in Base	cu.yd.	6,688	2.40	+16,051.20
37. ¾"-0 Mat'l in Base	cu.yd.	193	2.50	- 482.50
42. Class "B" Asphaltic Concrete	ton	313.43	6.35	+ 1,990.28
50. Class "A" Concrete	cu.yd.	4.43	67.00	+ 296.81
51. Metal Reinforcement	lbs.	3,848	0.1125	+ 432.90
Minor items, unitemized algebraic total				- 510.07

Subtotal $ +15,798.16

Approved work orders (Price, extra work and state force orders) $ +34,877.00

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount
SFO No. 1, Acct. 283, Adjust Utilities	$ + 706.05
SFO No. 3, Acct. 274, Signs, barrier & lighting	-1,358.61
EWO No. 1, Flagging (State Share)	-3,104.89
EWO No. 2, Temporary Signing	+3,941.05
PA No. 1, Sewer across PGE property	+ 4.36
Minor items, unitemized algebraic total	+ 811.40

Subtotal $ + 999.34

Authorization for engineering $ 39,130.67

Expected over-run [illegible] of engineering authorization $ + 9,053.06

Costs not included above (explain) $ none

Allowance for future contingencies (——% of work remaining) $ none

Credits to come from transfers and deductions $ none

Present estimate of project cost $ 381,191.58

Brief Statement of principal causes of over-run:

No money was in original authorization for temporary signing which was later set up by the traffic department.

Engineering over-run primarily due to strikes during the summer of 1958 and the fact that 2½ years were required for completion of the project.

More base rock was required. It was necessary to use considerable more coarse (over)

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization . . . . $ 350,275.02
Present estimate of project cost $ 381,191.58
Expected over-run (Amount) $ 30,916.56
Expected over-run (per cent) 8.82%

Space to right of this line is for use of Salem office.

Submitted by: Lowell A. Johnston Resident Engineer
Lowell A. Johnston
Confirmed by: A. Benedict ~~Assistant~~ Division Engineer
Noted by: Construction or Bridge Engineer
Noted by: Deputy or ~~Assistant~~ State Highway Engineer

State Printing 86719

crushed material in base than was shown on the contract, partly due to
an error in platting of the top of the existing pavement on the "L" Line,
particularly Station 408 to 412/50. The existing pavement elevations were
shown to be from two to three feet lower than the actual elevation, which
required the removal of considerable more pavement than shown on the plans
and which in turn required placing of the full depth of coarse crushed
material in the area excavated between these stations. Also, at the
southerly end of the project where the southbound traffic using the "Ln"
Line was to detour to the "Ls" Line it was necessary to remove considerable
more pavement than shown on the plans so that this southbound traffic would
enter the "Ls" Line at the same elevation as the old pavement on the "Ln"
Line. This required that the detour be moved southerly, which required
additional base rock on the roadway. Also, it was necessary to use additional
base rock at each end of structure "A" where it connected to Barbur Blvd. on
each end, and also more base rock was required at the various road connections
and approaches, which connections and approaches were not shown on the plans.

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October 3, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 27, 1960, on Contract No. 5165, Tigard Interchange Unit, Harbor Drive-Washington County Line Section, in Multnomah County, in connection with Federal Aid Project No. I-5-6(4)295.

Very truly yours,

W. C. Williams
State Highway Engineer

By AH
R. L. Porter
Office Engineer

DBP:bb

cc: Clarence G. Swenson

RECEIVED
SEP 21 1960
FOR FILING
1-305 (2)
5165

September 21, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to Central Paving Co., a portion of the funds heretofore retained by the Commission on contract #5165 for structures-grading-paving the Tigard Interchange Unit of the Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County.

This payment, in the amount of $23,235.88, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $14,941.81. The present payment will be released on or after October 1, 1960.

There was an Assignment of Claim to the Commercial Bank of Salem, on this contract, which has since been released by the Bank. You have been previously notified re this Assignment of Claim.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

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SEP 13 1960
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5165

Salem, Oregon
September 13, 1960

Reduction of retained
percentage

Mr. C. H. Maison
Auditor
OFFICE

This is to authorise the reduction of the retained percentage to 3% of contract amount on Contract No. 5165, Tigard Interchange Section in Multnomah County, by approval of the Deputy State Highway Engineer.

R. L. Porter
Office Engineer

RECEIVED
SEP - 2 1960
FOR FILING
1- 3[illegible] (17)

[illegible]

Noted on Card
F.P. N

Salem, Oregon
Sept. 1, 1960

Release of Assignment of Claim
on Contract No. 5165

Mr. C. H. Maison
Auditor
Salem

Attached is a copy of a letter received in today's mail from the Commercial Bank of Salem informing us of their release of the Assignment of Claim from Central Paving Company to their bank in connection with State Highway Contract No. 5165.

Future payments in connection with this contract should be handled in the usual manner.

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

RECEIVED
SEP - 2 1960
FOR FILING

[illegible]

[illegible]

Noted on Card
F.T.

September 1, 1960

The Commercial Bank of Salem
Church and Chemeketa Streets
Salem, Oregon

Attention: Mr. Wm. J. Schwarz, Jr.
Assistant Cashier

Gentlemen:

This is to acknowledge receipt of your letter of August 31 notifying us that your bank releases the assignment of claim from Central Paving Company of all monies due or to become due on State Highway Contract No. 5165 for structures, grading and paving the Tigard Interchange Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County.

We are informing our auditor this date of the receipt of your letter so that future payments in connection with this contract will be forwarded in the usual manner to Central Paving Company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

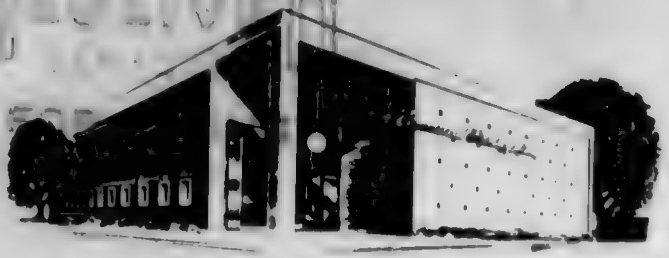
Secretary

CC:
Central Paving Co.
P. O. Box 38
Independence, Oregon

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon
Attn: Mr. W. C. Thompson
Attorney-in-fact

CWH:fp

RECEIVED



THE COMMERCIAL BANK OF SALEM
Church and Chemeketa Streets
SALEM, OREGON

August 31, 1960.

1-363 (12)

For File
Dept.

Mr. Floyd Query
Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon

Dear Sir:

For valuable consideration we hereby release the assignment of claim from Central Paving Company to this bank of all monies due or to become due on State Highway contract No. 5165, for work on the Tigard Interchange Project.

(Original letters & file copies in Contract)

Very truly yours,

Wm. J. Schwarz, Jr.
Assistant Cashier.

WJS/jmr

cc. Central Paving Co.
P. O. Box 38
Independence, Oregon

RECEIVED
SEP 1 - 1960
OREGON
STATE HIGHWAY COMMISSION

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1960
FOR FILING
[illegible]

Salem, Oregon
April 13, 1960

Assignment on Contract 5165

C. H. Maison
Auditor

Attention: Carl F. Smith

Attached is an assignment of claim from Central Paving Company to Commercial Bank of Salem assigning all monies due or to become due on State Highway Contract No. 5165, for the Tigard Interchange project.

Attached to the assignment is a copy of the letter from the surety consenting to the assignment.

Floyd Query, Secretary

FQ:jmc

Encls.

NOTED ON CARD
le

April 13, 1960

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: Mr. W. C. Thompson
Attorney-in-fact

Gentlemen:

In this morning's mail we received your letter of April 12 to which was attached an assignment of claim from Central Paving Company to Commercial Bank of Salem for all monies due or to become due on State Highway Contract No. 5165, for work on the Tigard Interchange Project. Your letter acknowledged receipt of the assignment of claim.

The assignment is being forwarded to the Auditor for handling in accordance with terms of the assignment.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Central Paving Company
P. O. Box 38
Independence, Oregon

UNITED PACIFIC
UNITED PACIFIC
Insurance Company
HOME OFFICE · TACOMA
PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

April 12, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

Re: Central Paving Company
State Highway Contract No. 5165

Dear Mr. Query:

This letter is to acknowledge receipt of Assignment of Claim dated April 5, 1960 on the captioned contract to the Commercial Bank of Salem, Salem, Oregon. By this acknowledgement we do not waive any rights we may have to moneys due or to become due under this contract, but we reserve all legal and equitable rights which we may have as surety in connection with said contract.

UNITED PACIFIC INSURANCE COMPANY

W C Thompson
W. C. Thompson Attorney-in-fact

WCT:ek

RECEIVED
APR 13 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1960
FOR FILING

April 8, 1960

Mr. Arthur O. Woods, President
Central Paving Company
P. O. Box 38
Independence, Oregon

Dear Mr. Woods:

Attached are five copies of an assignment of claim in which you wish to assign all monies due or to become due on State Highway Contract No. 5165.

Please have the surety send us a written statement to the effect that they give their consent to the assignment. This may be in letter form if the surety desires. The stamped statement by the surety on the assignment that you brought in today does not state specifically that the surety consents to the assignment.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

Encls.

NOTED
C. W. HEAD

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

Original

FOR THE CONSIDERATION OF Thirty Five Thousand and no/100 ---------
($35,000.00) Dollars, to be paid, Central Paving Co. hereby sell, assign and transfer the within claim for Oregon State Highway Contract No. 5165, Tigard Interchange Unit, Harbor Drive-Washington County Line

UNITED PACIFIC INSURANCE COMPANY
BY W C Thompson
ATTORNEY-IN-FACT

to Commercial Bank of Salem, Salem, Oregon and authorize and empower said Bank to act as agent for and in name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 5th day of April, 1960

Executed in the presence of us as witnesses:

Arthur B. Woods
Arthur B. Woods, President
George A. Lindahl
George A. Lindahl, Acting-Secretary

State Printing 78306

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Thirty Five Thousand and no/100 ---------

($35,000.00) Dollars, to be paid, Central Paving Co. hereby sell, assign and transfer the within claim for Oregon State Highway Contract No. 5165, Tigard Interchange Unit, Harbor Drive-Washington County Line

UNITED PACIFIC INSURANCE COMPANY
BY
ATTORNEY-IN-FACT

to Commercial Bank of Salem, Salem, Oregon and authorize and empower said Bank to act as agent for ______ and in ______ name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 5th day of April, 1960

Executed in the presence of us as witnesses:

Arthur B. Woods
Arthur B. Woods, President
George A. Lindahl
George A. Lindahl, Acting-Secretary

State Printing 78306

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FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5165

February 18, 1960

Central Paving Company
P.O. Box 38
Independence, Oregon

Attention: George A. Lindahl

Gentlemen:

We are enclosing herewith for signature our voucher covering estimate No. 21 for work performed on State Highway contract 5165.

This estimate includes payment for work performed by the Montgomery Electric Company under extra work order #2. We have allowed the amount shown on the invoices from Montgomery Electric Company, even though the percentage mark-ups are in direct conflict with Article 1.9.7 of our Standard Specifications for highway construction. The last paragraph of Article 1.9.7 states as follows: "Should any percentage allowance or other corresponding allowance be made by the contractor to a subcontractor, in connection with force account work, such allowance shall be at the sole expense of the contractor and the contractor will not be reimbursed or otherwise compensated for the same by the State."

The allowance of the full amount of the invoices from Montgomery Electric Company in this instance should not be considered to establish a precedent for future billings of this nature.

Very truly yours,

W. C. WILLIAMS
State Highway Engineer

By:
C. H. Maison
Auditor

CHM:jm

cc: Forrest Cooper
R. L. Porter
Lowell Johnston

RECEIVED

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DEC - 9 1959
FOR FILING

5165

December 8, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the repair of Lu Line detour on the Tigard Interchange Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5165, in connection with Federal Aid Project No. I-5-6(4)295.

Southbound traffic for Highways 99 and 99 West is using the "Lu" line detour during construction of the remaining structure. Recent rains and wet conditions have caused an accumulation of water on the inside of the "Lu" line curve and has saturated the fill. Slippage and erosion have occurred making it necessary to place a rock blanket to prevent further damage and also to repair the guard rail.

This work has been verbally approved by the B.P.R. Division Engineer. Due to the emergency nature of the work and necessity of keeping the detour open, the work has been started.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

DBP:cr

RECEIVED

5165

A

When replying, refer to:
08-33.6

408 State Highway Building
Salem, Oregon

December 8, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-6(4)295
Old Number I-303(17) - Pacific Highway
Undercrossing of North Tigard Interchange
"A" Line - Order for State Force Work
Emergency Repairs
Estimated Total Cost $1,425
Federal Funds $1,282

Dear Sir:

We are approving the use of State Force, as requested in your letter dated December 1, 1959, for the following reasons:

1. The repairs are of an emergency nature requiring immediate attention.

2. The amount of work is too small to warrant a separate contract.

3. The contractor is not properly staffed, prefers not to do the work and has submitted an estimate of cost which appears to be exorbitant.

4. The State maintenance forces are adequately trained and equipped to do specialized repair work such as this.

5. The State's estimated cost is one-half the amount estimated by the contractor.

Very truly yours,

C. G. Polk
Division Engineer

orig
Porter

RECEIVED
DEC - 4 1959
FOR FILING

I 303(17)
5165

December 1, 1959

Mr. [illegible]
Division Engineer
U. S. Bureau of Public Roads
[illegible] Building
Salem, Oregon

Dear Sir:

Re: [illegible]
[illegible], F. A. I. No. I-303(17)

[illegible] request for your approval to perform certain emergency [illegible] structure [illegible] using [illegible] forces to do the work.

The nature, extent, and necessity for the work is as stated in [illegible] that the work [illegible]. As stated in our letter [illegible] a statement to the effect [illegible] for the work [illegible] want to tackle the job. We [illegible] for the work involved. [illegible]

Labor	[illegible]
Materials	[illegible]
Equipment Rental	[illegible]
Total	[illegible]

Billing for the work will be on an actual cost basis. Estimated Federal participation is [illegible].

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CAG/mm
cc: Mr. Ivan D. Merchant

RECEIVED
MAY 8 - 1959

~~FOR FILING~~
I-323.172
5165

May 6, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the installation and maintenance of semipermanent signs and lighting on the Tigard Interchange Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County, Contract No. 5165, in connection with Federal Aid Project No. I-5-6(4)295.

This work is necessary for the direction and routing of traffic during construction of structures and interchange legs and will be used until traffic flow is back to normal upon completion of future construction.

This signing is in addition to that required of the contractor for protection of the traveling public and his workmen.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CN:bb

Enc.

RECEIVED
MAR 27 1959
FOR FILING

[illegible]

51

March 26, 1959

Price Agreement No. 1
Tigard Interchange Unit
Oregon Project I-5-6(4)295

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter dated March 23, 1959, concerning the subject price agreement, your file 08-35.4.

Answering your last question, it was expected to handle the drainage water by surface means. After the contract was let, attention was called by the P.G.E. Co. that this method would interfere with its plans for expansion on its property. Easement was granted for conveyance of the water if we confined it to a pipe to where existing and planned facilities would take it to the creek.

Regarding increases over contract prices, the contract was awarded April 15, 1958, and materials and labor costs have risen very materially since then. This accounts for the additional 60 cents for furnishing and placing the 15-inch concrete sewer pipe.

Drainage excavation is on steeper grades and in more confined space than in the normal construction. Also disposal of the excavated material was much more difficult than on the regular construction.

The contract price for concrete manholes was an obvious error in bidding and did not reflect the true cost of work and material involved. The obvious intended bid price was $240. The increase in materials and labor costs at this time along with the fact that the work is more inaccessible justifies the increased price on the order.

We trust this explanation will clear the price agreement for your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

cc: L. H. Young

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to
08-35.4

March 23, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-6(4)295
Tigard Interchange Unit,
Pacific Highway - Price Agreement
No. 1, dated February 13, 1959

Dear Sir:

Reference is made to your letter dated March 4, 1959 concerning subject price agreement.

1 Due to the unusual condition involved (an obviously unbalanced bid - Item No. 27), the matter has been given more consideration by this office than is ordinarily necessary, including a study of your Standard Specifications, Articles 1.9.3; 1.9.5 and 1.9.6.

2 The work to be performed was well described in your letter but no reasons were given for the increase in unit costs, shown in the price agreement, over bid prices for the three items listed. Before we can extend our approval, other than limiting our participation to contract unit prices, we shall need your full explanation for the reasons underlying your decision on unit prices.

3 There is one more question that we will need to answer when we inform our Regional Office of the action which might be taken. Why was the work not included in the original project plans?

Very truly yours,

C. G. Polk
C. G. Polk
Division Engineer

File
Grober

CONSTRUCTION DIVISION
RECEIVED
MAR 25 1959
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RREST COOPER

RECEIVED
MAR 24 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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SEP 10 1958
FOR FILING

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FORM [illegible]

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

F-303(17)

3165-

September 10, 1958

Central Paving Company
P. O. Box 38
Independence, Oregon

Attention: Mr. Lindahl

Gentlemen:

We are returning herewith the letter and invoice of Gunderson Bros. Engineering Corporation, requesting advance on steel not yet delivered to the jobsite on the Tigard Interchange Section.

It is the decision in the Construction Division that allowance for material on hand, cannot be allowed on the steel.

Very truly yours,

D. B. Parkes
Contract Payments Engineer

RECEIVED
JUL 17 1958
FOR FILING

[illegible]

516

July 16, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224-230 covering seeding and mulching on the Tigard Interchange Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5165, in connection with Federal Aid Project No. I-5-6(4)295.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews and can do it much more economically than by contract. Also, the amount is too small for economical contracting and will need to be coordinated with the progress of the contractor's work.

Your approval of this order on a unit-price basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $1,200 with Federal participation of $1,100.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. M. Probert
Office Engineer

DBP:mas

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LEGAL DEPT.

FORM E-30X—47,000—6-56—96688

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1958

Forrest Cooper

I-303 (17)
5165

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

SUBJECT:

The subcontract between Central Paving Company and Erland and Blickle covering Items 1 through 26 inclusive on the Tigard Interchange Contract No. 5165, Oregon I-303 (17) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: One previous subcontract amounting to $14,381. This one for $128,177.20 for a total of $142,558.20 or 29.6%.

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JUN 3 1958
FOR FILING

I-303(17)

5165

June 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Tigard Interchange Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County, Contract No. 5165, in connection with Federal Aid Project No. [I-303(17)]I-5-6(4)295.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Encl.

DBP:or

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

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APR 30 1958
FOR FILING

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[illegible]

A

Apr. 29, 1958

Central Paving Co.
P. O. Box 38
Independence, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5165, awarded April 15, 1958, for structures, grading and paving on the Tigard Interchange Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR 23 1958

FOR FILING
I-303(17)
5165

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 22, 1958

SUBJECT:

To:
Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Central Paving Company and J. C. Denton & Sons covering Items 32, 33, and 34 on the Tigard Interchange Contract, No. 5165, Oregon I-303 (17) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract on this project amounting to $14,381.00 or 3%.

NOTED
[illegible]

RECEIVED
APR 23 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 18 1958
FOR FILING

I-303(17)

5165

April 16, 1958

140

Capitol Highway Water District
319 S. W. Washington
Portland 4, Oregon

Attention Mr. Elden W. Carter

Gentlemen:

Reply is made to your letter of March 28 concerning the matter of relocation of the Capitol Highway Water District's facilities necessitated by the construction of the Baldock Freeway. We wish to restate that it is the policy of the Oregon State Highway Department to require that utilities located on public right of way be moved at the expense of the interested owners. This is necessary because of two reasons, (1) the impact of the federal highway program on the financial structure of Oregon is such that every possible dollar must be used to match available federal funds, and (2) the laws of the State of Oregon under which we operate require such a policy.

The State Highway Commission has, however, cooperated in revisions when the utility company was financially unable to revise its own facilities. Under these conditions the State will reimburse the Capitol Highway Water District for labor, equipment rentals, engineering and incidental expense involved in the adjustment and/or relocation of the water lines which will be affected by the cut on the "A" Line leg of the interchange, including the relocation of the fire hydrant at the southwest corner of S. W. 64th and Barbur Boulevard. Reimbursement for materials will be made only for those portions of line which will be additional lengths of line or additional fittings made necessary by the highway work.

Since the Water District has made plans to replace the line on S. W. 62nd Avenue it appears unreasonable to expect the State to pay for any adjustment of this line, and since the water line on the Pasadena-Pomona connection does not conflict with the highway construction it does not appear to be to any great advantage to the State to relocate this line.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

TE:AR me
cc Mr. Tom Edwards

ELDEN W. CARTER
CONSULTING CIVIL ENGINEER
PORTLAND TRUST BLDG.
319 S. W. WASHINGTON ST.
PORTLAND 4, OREGON

March 28, 1958

REFERRED TO Cooper
By State Highway Engineer

PLEASE RETURN TO
FORREST COOPER

Mr. W. C. Williams,
State Highway Engineer,
State Highway Department,
Salem, Oregon.

Re: Capitol Highway Water District

Dear Mr. Williams:

Reference is made to your letter of March 5, 1958 relative to required adjustments of the water district's facilities due to proposed highway construction.

The relocation of the water system has, of course, been discussed in detail with your field engineers, and a tentative relocation schedule arranged. Your observation that the adjustments should be made without cost to the state seems to be a reversal of the policy under which we have been working for the past several years and places the water district in a difficult position.

As you know the district is a municipality with its expenditures limited by a budget. The cost of rearranging facilities for highway construction to date, some of which was reimbursed by the State, has been paid from funds borrowed from a construction fund derived from a special bond issue voted by the residents for specific items of system replacement and improvement which must be made. A substantial amount was included in the program for protecting and rearranging the water system in connection with the highway construction, but to date the cost to the district has far exceeded that amount. In addition the district's system has been carelessly damaged by the highway contractors, it has been made a defendant in a damage suit indirectly caused by the highway construction, has been caused considerable inconvenience, and is at present without the use of a major supply line a portion of which was removed during August, 1957 to permit excavation of a cut which has been abandoned for the winter.

Of the adjustments which you listed, only one, lowering the line on S.W. 62nd Ave. (scheduled for replacement) is provided for in the current construction program. The other locations are on the permanent system which is not in need of replacement. A study of the existing line on the Pasadena-Pomona Connection, which was previously relocated under the direction of the Highway Department, shows it will be 12½ ft. vertically and 25 ft. horizontally under a proposed fill. As this line is part of the distribution system and future connections must be made, it seems inadvisable to leave it in its present location.

At present the district is not in a position to make the indicated adjustments and must look to the State for continued assistance.

Very truly yours,

Elden W Carter

Elden W. Carter, Engineer
Capitol Highway Water District

cc- C.H.W.D.
- Division Engineer

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OREGON
STATE HIGHWAY COMMISSION

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RECEIVED
APR 17 1958
FOR FILING

5165

April 16, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 18, 1958, on Contract No. 5165, Tigard Interchange Unit, Harbor Drive-Washington County Line Section, in Multnomah County, in connection with Federal Aid Project No. I-303(17).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

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FOR FILING

I-303(17)

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U. S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
WASHINGTON 25

April 16, 19

AIR MAIL

Mr. W. C. Williams
State Highway Engineer
138 State Highway Building
Salem, Oregon

Re: Wage Determination
S-11,352
FA Project I-303(17)
Multnomah County,
Oregon

Dear Mr. Williams:

In accordance with a recent request by the Oregon State Highway Department and pursuant to the provisions of Section 5.12 of Regulations, Part 5 (29 C.F.R., Subtitle A), the expiration date of the subject wage determination has been extended to April 30, 1958.

If I can be of further assistance in this matter, please let me know.

Very truly yours,

Stuart Rothman
Solicitor of Labor

Original to
SHP

RECEIVED
APR 18 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

RECEIVED
APR 16 1958
FOR FILING

I-303(7)

5165

April 15, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, paving and concrete viaduct construction on the Tigard Interchange Section of the Pacific Highway in Multnomah County, Project I-303(7), to the Central Paving Co. of Independence, Oregon, on the basis of the bid of $481,333.35 submitted on February 27, 1958.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SHP:ia

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

April 15, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project I-303(17), Tigard Interchange Unit, Harbor Drive-Washington County Line Section of the Portland-Salem Freeway, we hereby concur as of this date in award of contract No. 5165 to Central Paving Co. of Independence, Oregon, low bidder in the amount of $481,333.35 at the February 27, 1958 bid opening.

Very truly yours,

G Polk
C. G. Polk
Division Engineer

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[illegible]
FOR FILING

April 15, 1958

Central Paving Company
P. O. Box 38
Independence, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, accepted your proposal for grading, paving, and construction of two reinf. concrete interchange structures on the Tigard Interchange Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County for the sum of $481,333.35 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5165.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBC:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 15, 1958

Central Paving Company
Independence
Oregon

Gentlemen:

Contract for Tigard Interchange Unit, Harbor Drive-Washington County Line Section of Pacific Highway, Multnomah County, for which you submitted low bid on February 27, 1958, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Accounting (5003-900)
C. W. Head
Files

RECEIVED
MAR 27 1958
FOR FILING

I-303(17)

5165

March 26, 1958

Mr. Kenneth C. Robertson
Office of the Solicitor
U. S. Department of Labor
630 Sansome Street
San Francisco 11, California

Dear Sir:

Please refer to Labor Decision No. S-11352, dated January 13, 1958, applicable to Oregon FA Project I-303(17), Tigard Interchange, Pacific Highway, Multnomah County, Structures, Grading and Paving. This decision expires April 15, 1958.

Bids on this project were received February 27, 1958, with a reservation that award of contract could be held up 60 days to permit completion of right of way acquisition. Present indications are that we will need our 60 day period in which to obtain full right of access, a prerequisite to concurrence in award of contract by the Bureau of Public Roads.

We request an extension of Decision No. S-11352 to April 30, 1958.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

VGO:cr
cc: C. G. Polk

RECEIVED
MAR 25 1958
FOR FILING

I-303(17)

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R

March 24, 1958

Oregon State Highway Commission

Gentlemen:

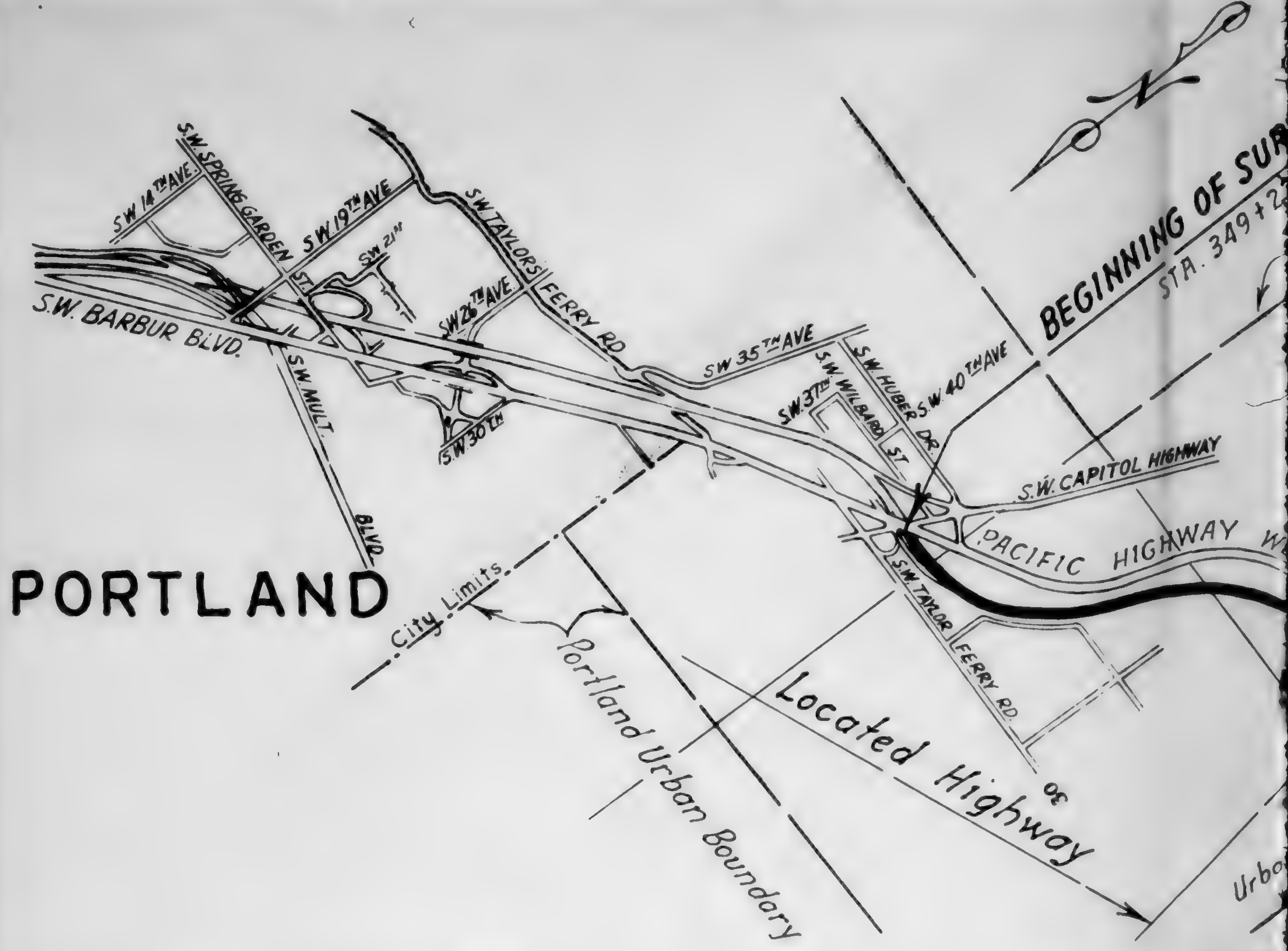
When survey approval was secured from the Commission for the northerly end of the Baldock Freeway, a section from Capitol Highway to the Tigard Interchange was somehow overlooked. In order that the record may be cleared, I am requesting that the Highway Commission adopt the survey, details of which are shown on the attached map, and grant permission for acquisition of right of way.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

Encl.
cc Mr. Tom Edwards
Mr. R. L. Porter

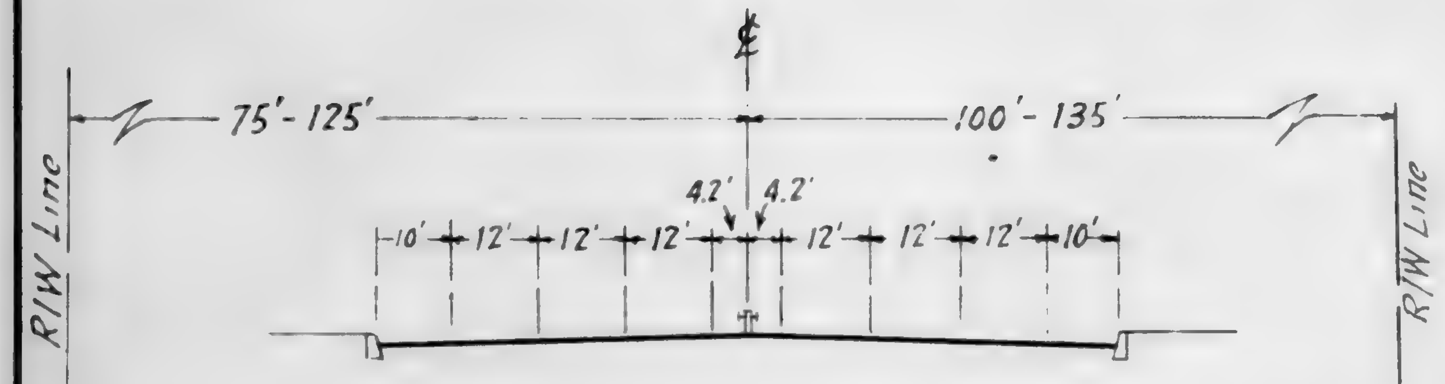
FC:me fn



OREGON

S.W. CAPITOL

P



TYPICAL SECTION

APPROVED

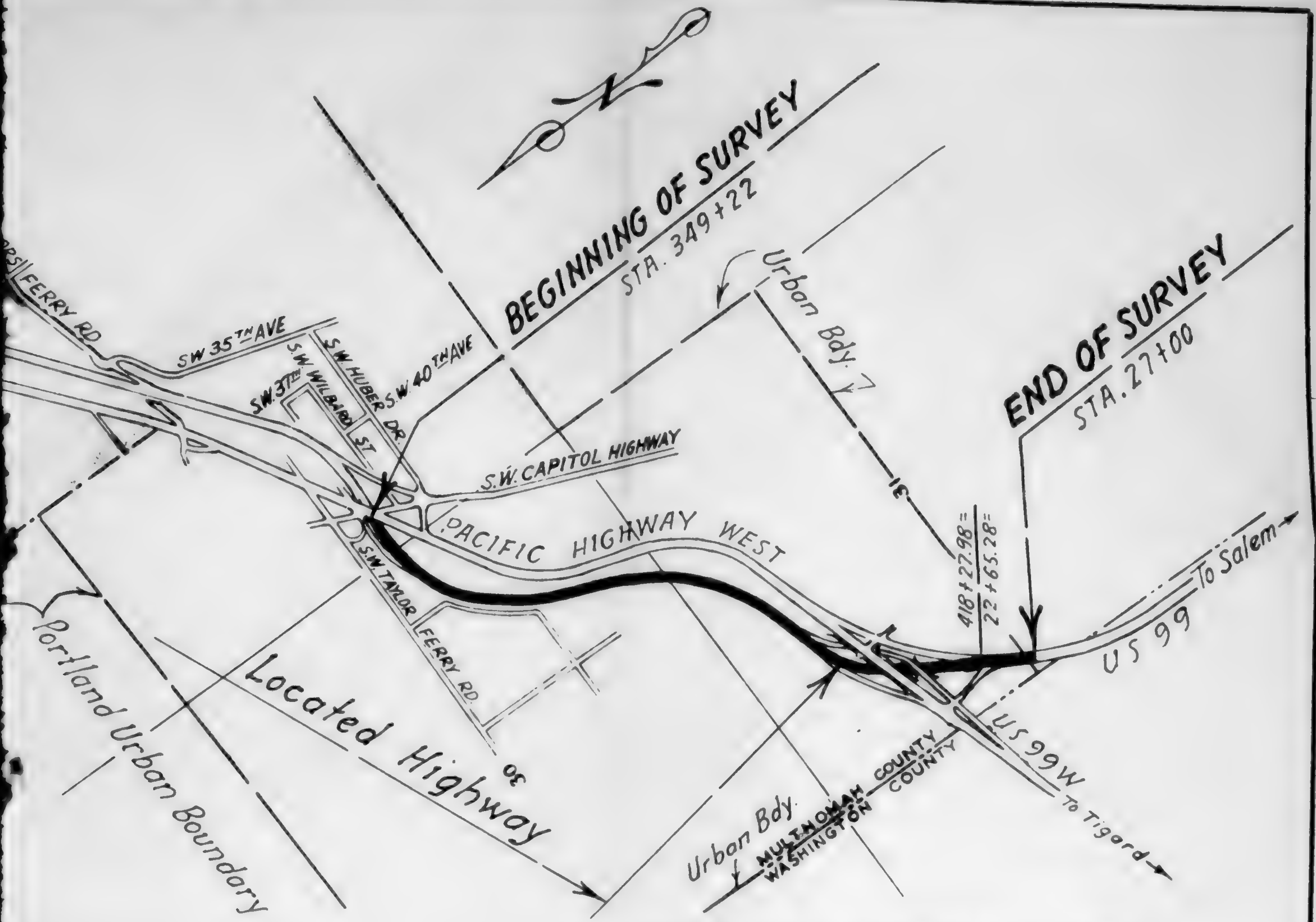
DEPUTY STATE HIGHWAY ENGINEER

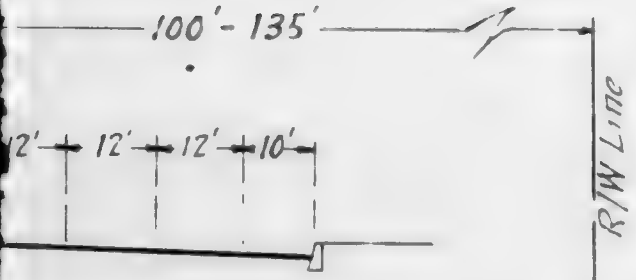
Date March 24, 1958

For detail

1A-8-6A

1R-5-1124





ECTION

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date March 24, 1958

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

S.W. CAPITOL HWY.-TIGARD INTERCHANGE SEC.

PACIFIC HIGHWAY

MULTNOMAH COUNTY

Feb., 1958

DRG NO. 1R-5-1124

For details see Drg. No. 8B-3-21 Sept., 1956 & 1A-8-6A Nov., 1935, reproduced Jan., 1958

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MAR [illegible] 1958
FOR FILING
I-303(17)
FORM E30—50M—2-57—1476
5165

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 21, 1958

SUBJECT: Survey Approval Map
S. W. Capitol Hwy.-
Tigard Interchange Sec.
Pacific Highway

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Attached are eight copies of the above named survey approval map for submission to the Commission.

This highway has previously been approved on both ends of this section. Due to some oversight this section was never approved, and work is now under contract.

Tom Edwards
Construction Engineer

By D. J. Barbee

D. J. Barbee
Assistant Construction Engineer

DJB:fp

Attachments

NOTED
FORREST COOPER

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MAR 24 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 18 1958
FOR FILING

March 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reply is made to your letter of March 5 concerning Project I-303(17), Tigard Interchange.

With respect to Item 1., we find this radius had been placed on the design by a draftsman, without authority. It has been corrected.

On Item 2., the eastbound lane of Barbur Boulevard is being widened to 14 feet as per your suggestion.

These corrections will be sent to the field and incorporated in the construction.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. S. H. Probert

TE:AR hi

FORM E-80 50M 6-57—6985

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 17th, 1958

SUBJECT: North Tigard Interchange
Request by B.P.R. for
Revision Under Construction

To: Mr. W. C. Williams
State Highway Engineer
Office

With reference to C. G. Polk's letter of March 5th on the above subject, the objectionable features Mr. Polk listed are deviations from the standard interchange layout which the Bureau had approved. These features are being corrected by Frank Hall's division and will be given to the field engineer.

I attach hereto a rough draft to Polk.

Tom Edwards
Construction Engineer

TE:AR
Enc.

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MAR 17 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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MAR 6 - 1958
FOR FILING

[illegible]

[illegible]

March 5, 1958

Capitol Highway Water District
c/o Mr. Eldon C. Carter
319 S. W. Washington
Portland 4, Oregon

Re: Water System Adjustments
Tigard Interchange Section
R. H. Baldock Freeway

Gentlemen:

On the above-named project, bids for which were received by the Oregon State Highway Commission on February 27, 1958, it appears that certain of your facilities will require adjustment in order to conform to the requirements of the project. It appears that the required adjustments will be as follows:

An existing line along the easterly side of S. W. 64th Avenue must be lowered due to a 7½-foot cut on the "A" line.

An existing line along the easterly side of S. W. 63rd Avenue and along the northerly side of S. W. Coronado Avenue will be removed by virtue of a deep cut on the "A" line, amounting to 17 feet at S. W. 63rd Avenue.

An existing fire hydrant at the southeasterly corner of S. W. 64th Avenue and Barbur Boulevard must be relocated.

An existing line along S. W. 62nd Avenue must be lowered to allow a connection to be made to Pomona Street.

It does not appear that any adjustment will be necessary on the line between Pasadena and Pomona Streets.

Since all your existing facilities are on public streets, it would appear to be your obligation to make the necessary adjustments without cost to the State.

Very truly yours,

W. C. Williams
State Highway Engineer

Attach.
cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. J. W. DeMouss
Mr. A. G. Skelton
Mr. Lowell Johnston
CHB:jc fn

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MAR [illegible] - 1958
FOR FILING

OREGON DISTRICT

08:35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

409 STATE HIGHWAY BLDG.
SALEM, OREGON

March 5, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Upon further review of the P S & E documents for project I-303(17), Tigard Interchange, we are suggesting that two minor revisions be made during construction which should make for better operation of the interchange.

These are as follows:

1. The proposed revision of the 60th Ave. connection between Barbur Blvd. and E line includes a 75' radius curb return right of E line Sta. 10. In order to discourage a right turn from southbound on 60th into E line in the wrong direction it is recommended that this curve be replaced by a sharp break of small radius. We understand there has already been one fatality because of a vehicle entering E line in the wrong direction. The proposed treatment will also discourage left turning traffic from E line from cutting the corner.

2. The eastbound lane of Barbur Blvd. is squeezed to 11 ft. in width beside the island between 63rd and 64th Sts. It is recommended that this width be made at least 12', preferably 14'.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

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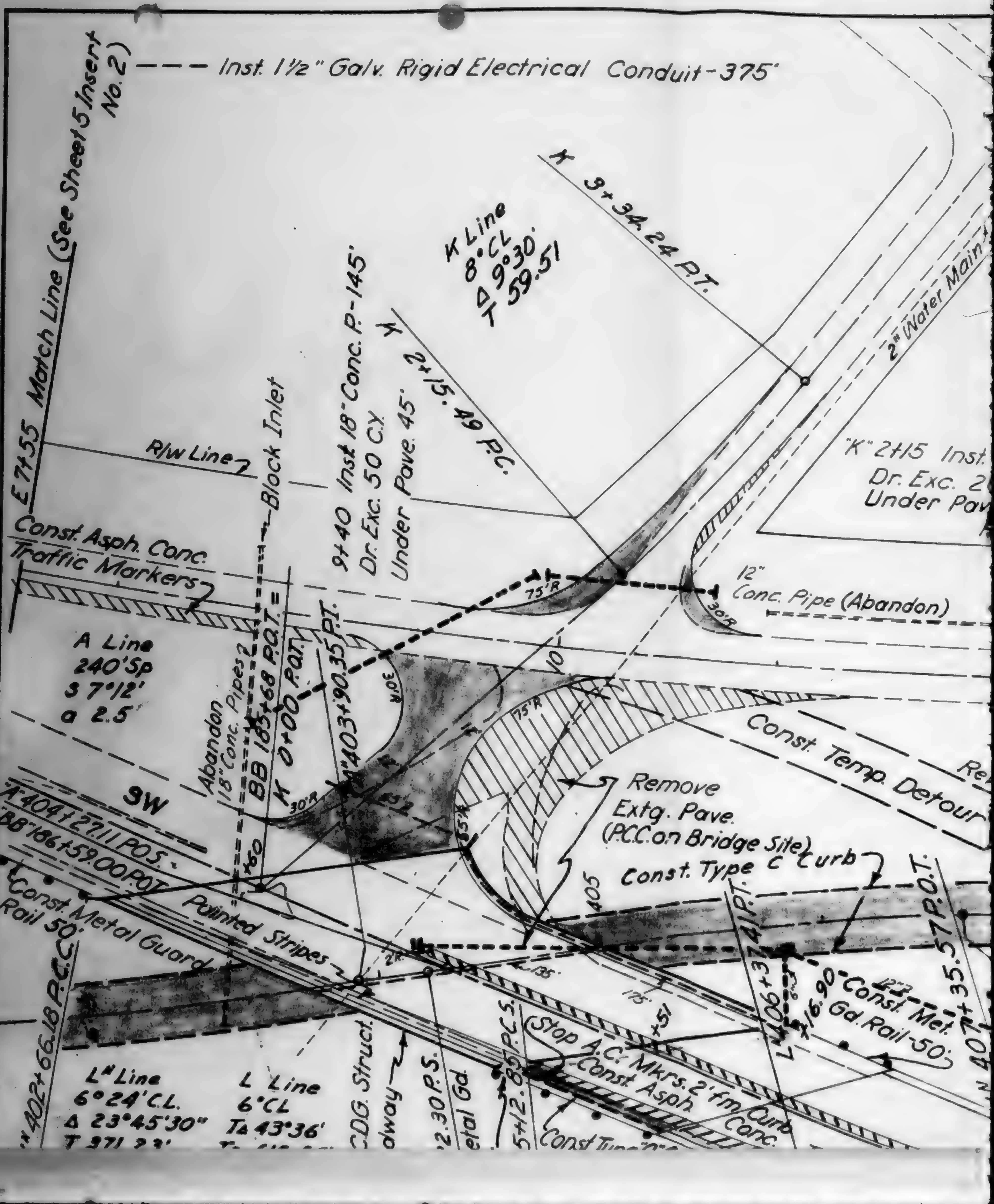
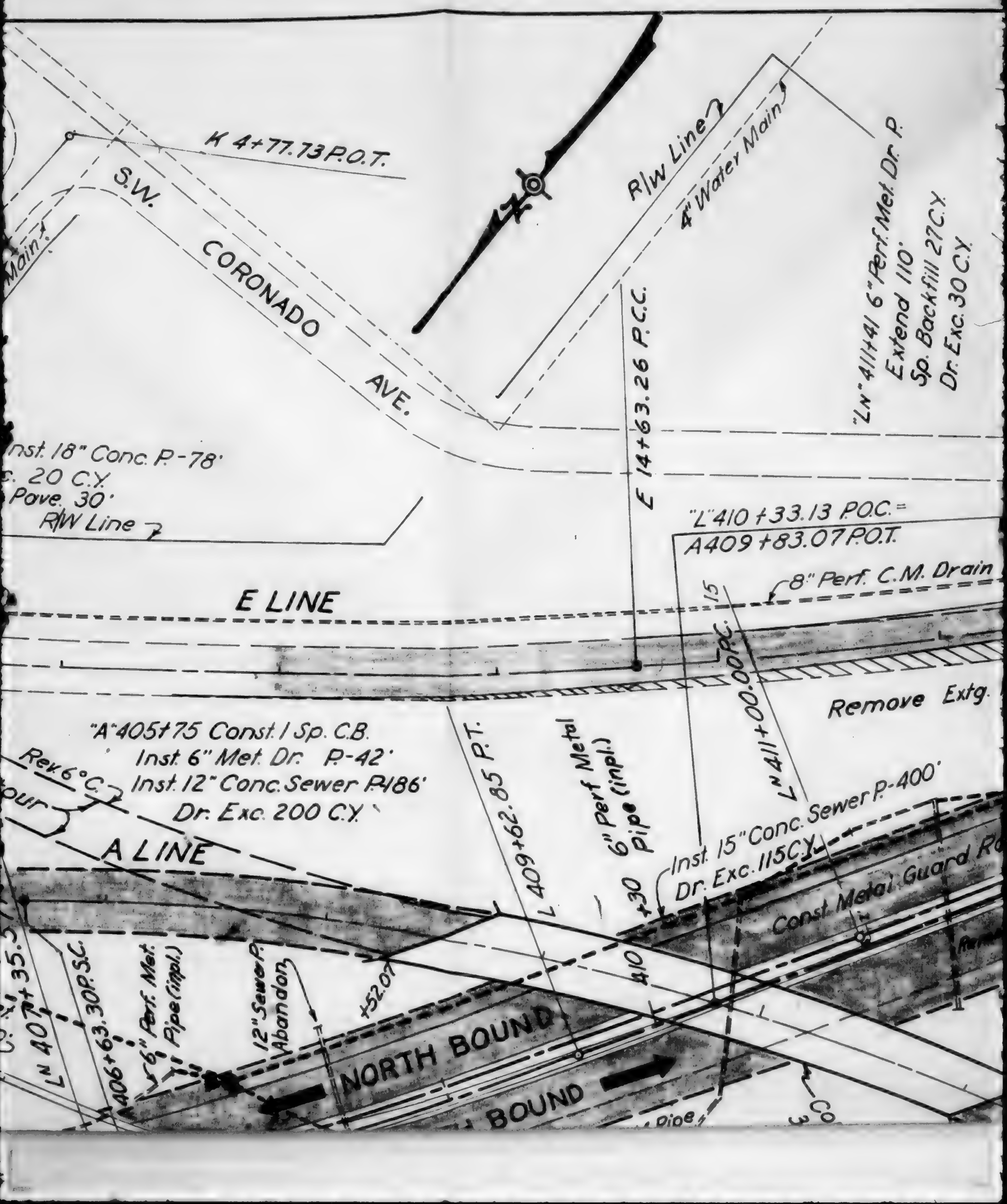
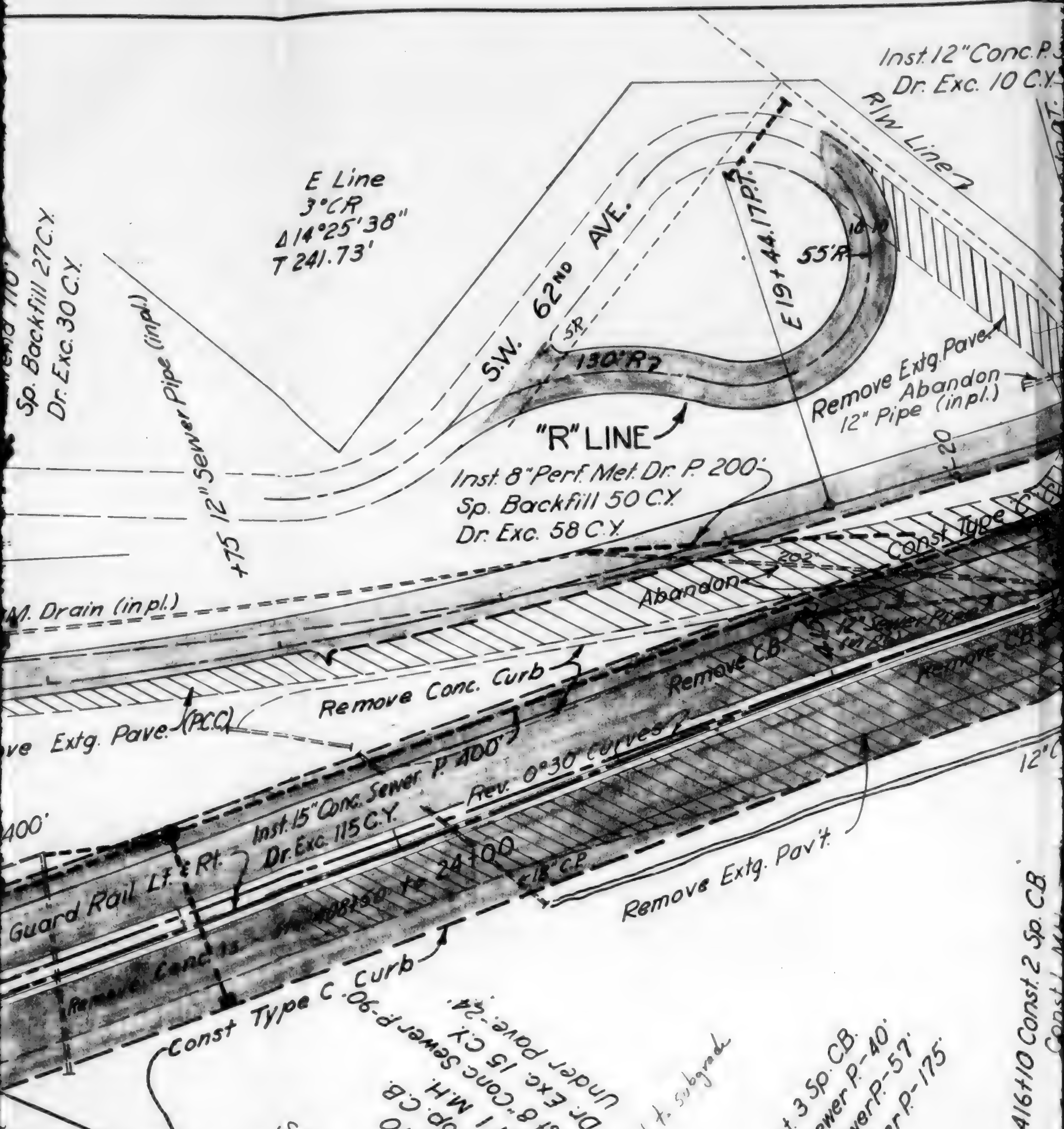
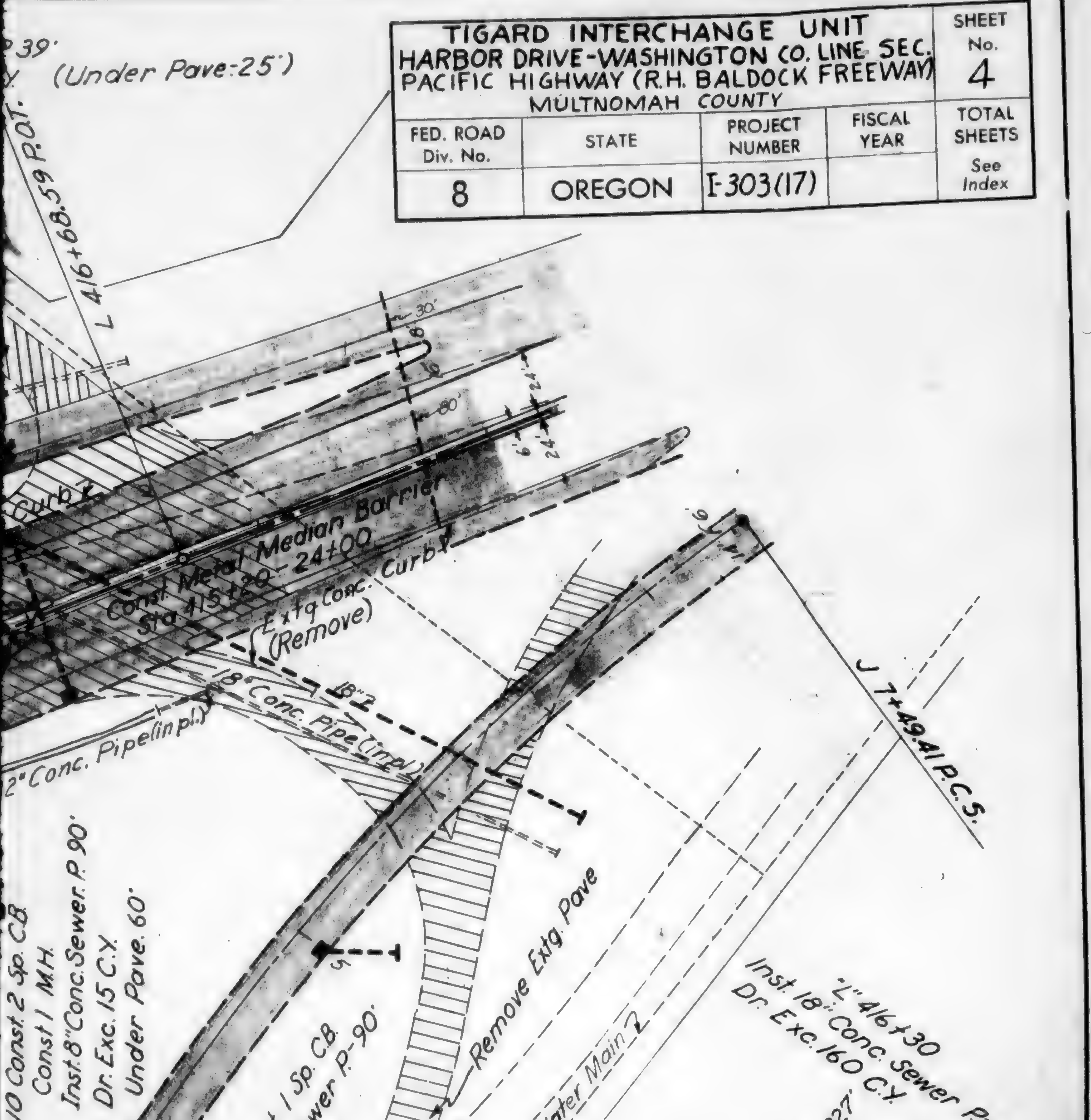
MAR 5 1958
OFFICE OF
STATE HIGHWAY ENGINEER


Inst. 1½" Galv. Rigid Electrical Conduit-375'
E 7+55 Match Line (See Sheet 5 Insert No. 2)
K 9+34.24 P.T.
K Line
8°CL
Δ 9°30'
T 59.51
2" Water Main
K 2+15.49 P.C.
9+40 Inst. 18" Conc. P-145'
Dr. Exc. 50 C.Y.
Under Pave. 45'
"K" 2+15 Inst.
Dr. Exc. 2
Under Pav
R/W Line
Block Inlet
Const. Asph. Conc.
Traffic Markers
12"
Conc. Pipe (Abandon)
75'R
30'R
A Line
240'Sp
S 7°12'
a 2.5
Abandon
18" Conc. Pipes
BB 185+68 P.O.T. =
K 0+00 P.O.T.
"A" 403+90.35 P.T.
30'R
10
75'R
Const. Temp. Detour
Re
SW
"A" 404+27.11 P.O.S. =
"BB" 186+59.00 P.O.T.
+60
55'R
Remove
Extg. Pave.
(P.C.C. on Bridge Site)
Const. Type C Curb
405
Const. Metal Guard
Rail 50'
Painted Stripes
2R
135'
175'
+51
L" 406+37.41 P.T.
+16.90
12"
Const. Met.
Gd. Rail-50'
407+35.57 P.O.T.
402+66.18 P.C.C.
L" Line
6°24' C.L.
Δ 23°45'30"
T 371.23'
L Line
6°CL
TΔ 43°36'
C.D.G. Struct.
Roadway
2.30 P.S.
Metal Gd.
5+12.85 P.C.S.
Stop A.C. Mkrs. 2' fm. Curb
Const. Asph. Conc.
Const Type


K 4+77.73 P.O.T.
S.W. CORONADO AVE.
R/W Line
4" Water Main
"Ln" 411+41 6" Perf. Met. Dr. P.
Extend 110'
Sp. Backfill 27 C.Y.
Dr. Exc. 30 C.Y.
Main
Inst. 18" Conc. P.-78'
c. 20 C.Y.
Pave. 30'
R/W Line
E 14+63.26 P.C.C.
"L" 410+33.13 P.O.C.=
A409+83.07 P.O.T.
8" Perf. C.M. Drain
E LINE
15
Remove Extg.
"A" 405+75 Const. 1 Sp. C.B.
Inst. 6" Met. Dr. P.-42'
Inst. 12" Conc. Sewer P.-186'
Dr. Exc. 200 C.Y.
Rev. 6° C.
tour
A LINE
L 409+62.85 P.T.
6" Perf. Metal Pipe (impl.)
Ln 411+00.00 P.C.
Inst. 15" Conc. Sewer P.-400'
Dr. Exc. 115 C.Y.
Const. Metal Guard Ra
+30
410
+52.07
12" Sewer P. Abandon
6" Perf. Met. Pipe (impl.)
A406+63.30 P.S.C.
Ln 407+35.5
NORTH BOUND
BOUND
Pipe
Co
3

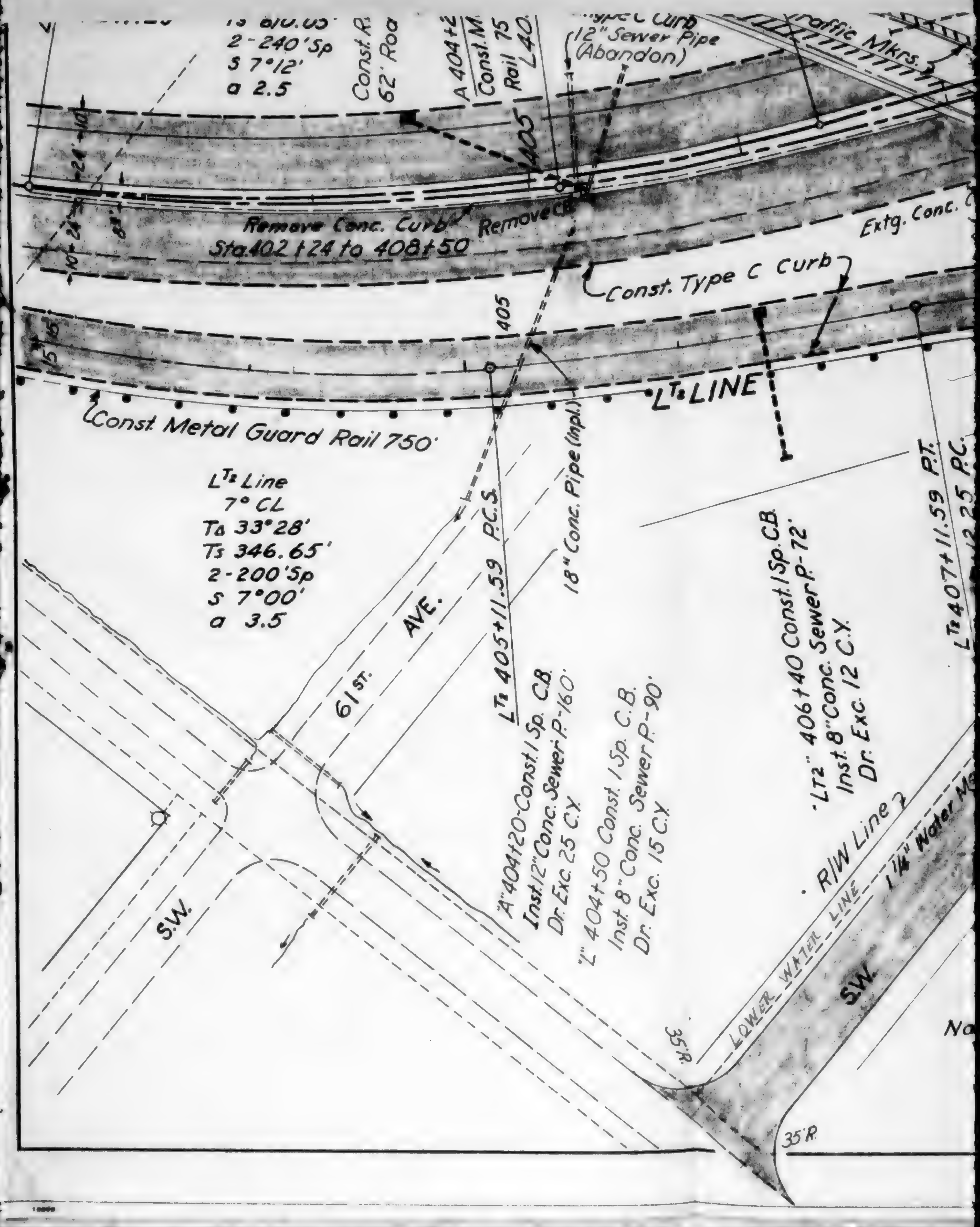

E Line
3°CR
Δ14°25'38"
T 241.73'
SW. 62ND AVE.
"R" LINE
130'R
55'R
10-10
5P.
E19+44.17P.T.
R/W Line
Inst. 12" Conc. P. 3
Dr. Exc. 10 C.Y.
Remove Extg. Pave.
Abandon
12" Pipe (in pl.)
+75 12" Sewer Pipe (in pl.)
Extend 110'
Sp. Backfill 27 C.Y.
Dr. Exc. 30 C.Y.
Inst. 8" Perf. Met. Dr. P. 200'
Sp. Backfill 50 C.Y.
Dr. Exc. 58 C.Y.
M. Drain (in pl.)
Abandon
202
20
Const. Type C
12" Sewer Pipe (in pl.)
Remove C.B.
Remove C.B.
Remove Conc. Curb
ve Extg. Pave. (P.C.C.)
Inst. 15" Conc. Sewer P. 400'
Dr. Exc. 115 C.Y.
Rev. 0°30' Curves
400'
Guard Rail Lt. & Rt.
to 24+00
18" C.P.
Remove Extg. Pav't.
12" C
Remove Conc. Is.
Const Type C Curb
Under Pave. 24'
Dr. Exc. 15 C.Y.
Inst. 8" Conc. Sewer P.-90'
Const 1 M.H.
Const 2 Sp. C.B.
412+10
Salvage Ext
Guard R
Const. Met.
17' Cut to subgrade
Const. 3 Sp. C.B.
onc. Sewer P.-40'
nc. Sewer P.-57'
Sewer P.-175'
L 416+10 Const. 2 Sp. C.B.
Const 1 M.H.



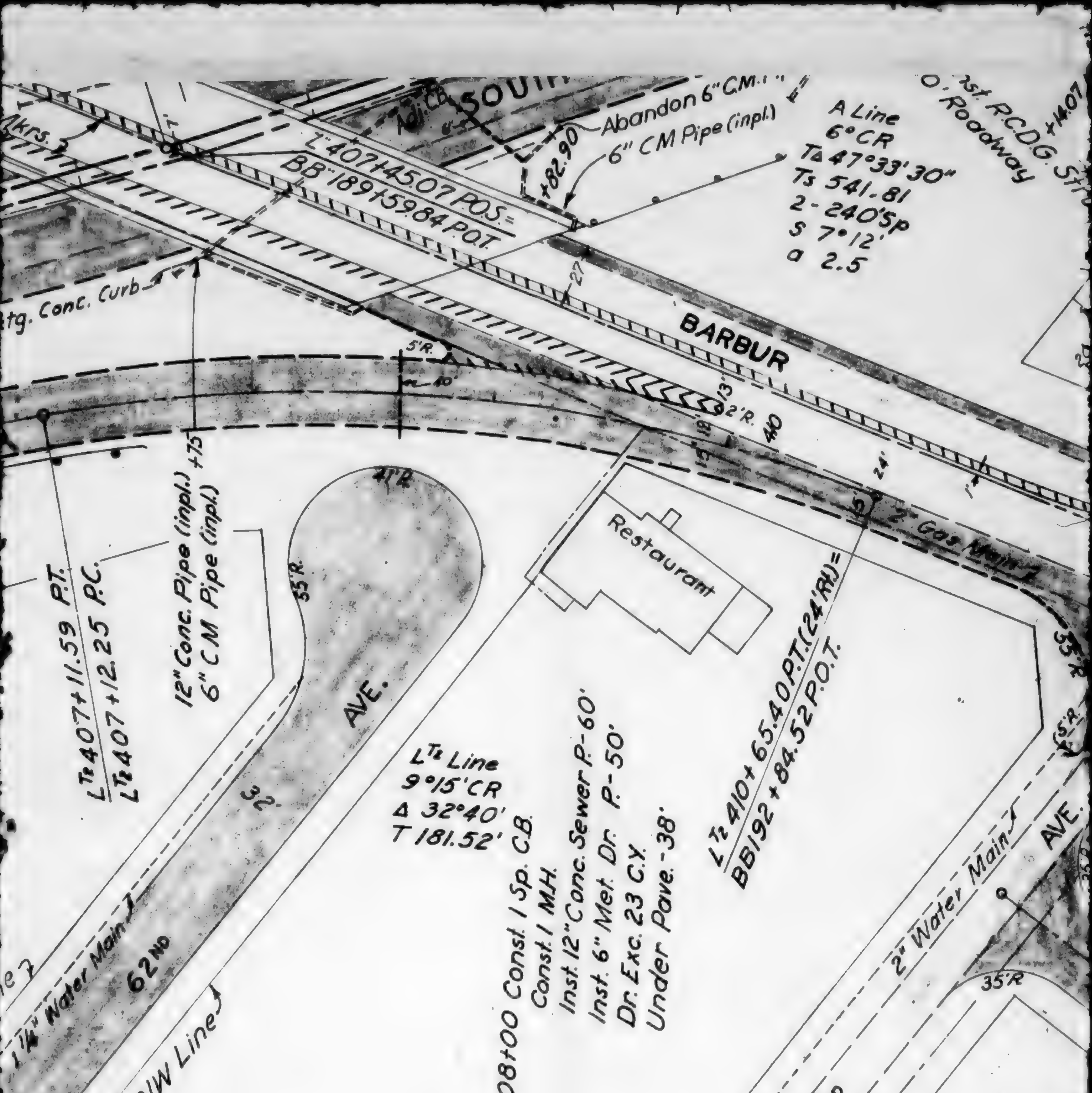
TIGARD INTERCHANGE UNIT
HARBOR DRIVE-WASHINGTON CO. LINE SEC.
PACIFIC HIGHWAY (R.H. BALDOCK FREEWAY)
MULTNOMAH COUNTY

SHEET No. 4

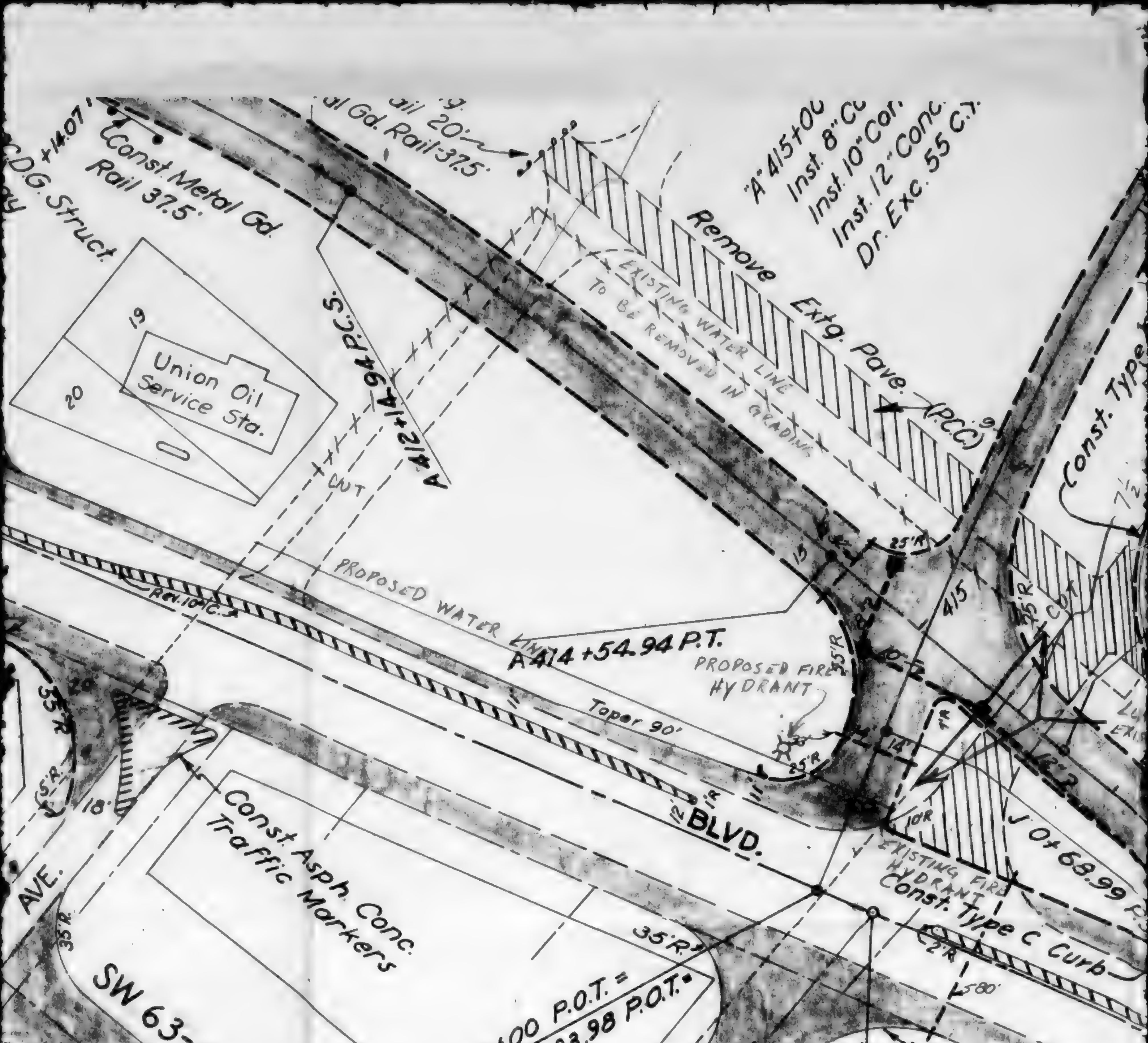
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	I-303(17)		See Index

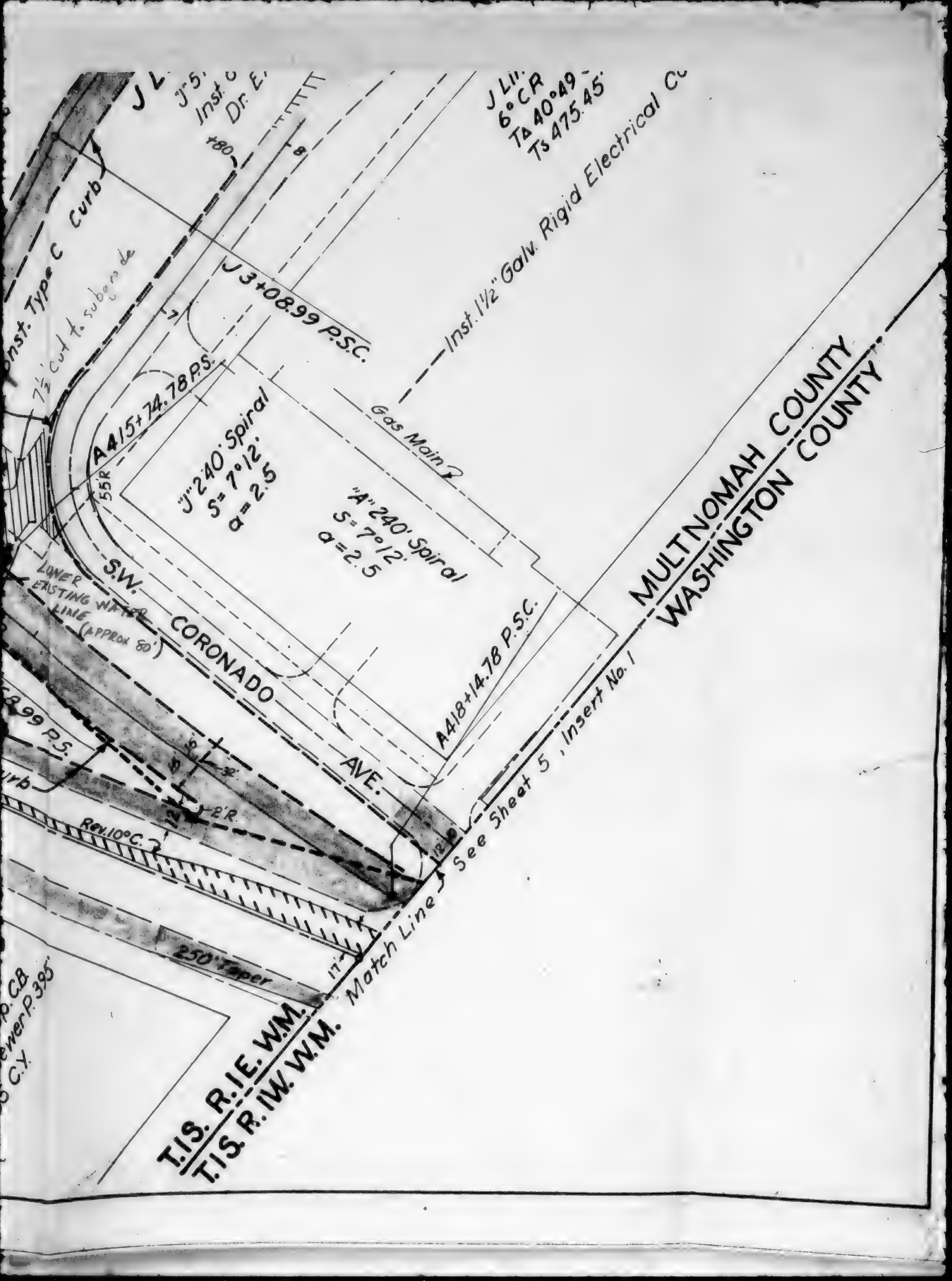


Ts 610.05'
2-240'Sp
S 7°12'
a 2.5
Const. R
62' Roa
A 404+2
Const. M
Rail 75
L 40
Type C Curb
12" Sewer Pipe
(Abandon)
Traffic Mkrs.
405
10'
24'
24'
10'
8'
Remove Conc. Curb
Sta. 402+24 to 408+50
Remove CB
Extg. Conc. C
Const. Type C Curb
405
15'
15'
LT2 LINE
Const. Metal Guard Rail 750'
LT2 Line
7° CL
TΔ 33°28'
Ts 346.65'
2-200'Sp
S 7°00'
a 3.5
LT2 405+11.59 P.C.S.
18" Conc. Pipe (Inpl.)
LT2 406+40 Const. 1 Sp. C.B.
Inst. 8" Conc. Sewer P-72'
Dr. Exc. 12 C.Y.
LT2 407+11.59 P.T.
12.25 P.C.
61 ST. AVE.
"A" 404+20 Const. 1 Sp. C.B.
Inst. 12" Conc. Sewer P-160'
Dr. Exc. 25 C.Y.
"L" 404+50 Const. 1 Sp. C.B.
Inst. 8" Conc. Sewer P-90'
Dr. Exc. 15 C.Y.
S.W.
R/W Line
LOWER WATER LINE
1¼" Water M
S.W.
35'R.
35'R.
No



Note: See Sheet 4A, Insert No. 2
for S.W. 62ND Ave., S.W. 64TH Ave.,
S.W. Pomona St.


+14.07
C.D.G. Struct.
Const. Metal Gd. Rail 37.5'
Gd. Rail 20'
Gd. Rail 37.5'
"A" 415+00
Inst. 8" Co
Inst. 10" Cor.
Inst. 12" Conc.
Dr. Exc. 55 C.Y.
Remove Extg. Pave. (P.C.C.)
EXISTING WATER LINE TO BE REMOVED IN GRADING
Union Oil Service Sta.
19
20
A 412+14.94 P.C.
CUT
PROPOSED WATER LINE
Rev. 10' C.
A 414+54.94 P.T.
PROPOSED FIRE HYDRANT
Taper 90'
25'R
35'R
15
415
Const. Type
BLVD.
12'R
EXISTING FIRE HYDRANT
Const. Type C Curb
J 0+68.99 P.
10'R
Const. Asph. Conc. Traffic Markers
AVE.
35'R
15'R
18'
SW 63-64 AVE. CONN.
J 0+00 P.O.T. =
BB 196+93.98 P.O.T.=
580'
55'R.
BF 0+00 P.O.T.=
BB 197+18 P.O.T.=
2" Water Main
64TH
AVE.
16
16
Const. Rd. App. Rt.
R/W Line
Inst. 12" Conc. P. 56'
Dr. Exc. 10 C.Y.
SW
"A" 417+20 Const. 1 Sp. C.B.
Inst. 12" Conc. Sewer P. 395'
Dr. Exc. 85 C.Y.


J L
J 5
Inst.
Dr. E
+80
onst. Type C Curb
7½' cut to subgrade
J 3+08.99 P.S.C.
J Li
6°CR
TΔ 40°49
Ts 475.45'
Inst. 1½" Galv. Rigid Electrical Co
A415+74.78 P.S.
55R
"J" 240' Spiral
S=7°12'
a=2.5
"A" 240' Spiral
S=7°12'
a=2.5
Gas Main
S.W. CORONADO AVE.
LOWER EXISTING WATER LINE (APPROX 80')
A418+14.78 P.S.C.
8.99 P.S.
urb
12'
2'R
Rev. 10°C.
250' Taper
17'
12'
Match Line
See Sheet 5, Insert No. 1
MULTNOMAH COUNTY
WASHINGTON COUNTY
T.1S. R.1E. W.M.
T.1S. R.1W. W.M.
p. C.B.
ewer P. 395
C.Y.

RM E-123X 50M

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

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MAR 5 - 1958
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T-203(17)

March 4, 1958

Portland General Electric Company
Electric Building
Portland 5, Oregon

Re: Portland General Electric Co.
Power Line Adjustments
Tigard Interchange Unit
Pacific Highway
(R. H. Baldock Freeway)
Multnomah County

Gentlemen:

Bids on the above titled project were received on February 27 and some of the facilities must be adjusted in order to accommodate the highway construction. These adjustments are as follows:

> A contact on a telephone pole near Station 402+50 on the Pasadena-Pomona connection must be relocated. This telephone pole is on a dedicated street.
>
> A pole at the northeast corner of the intersection of S. W. 63rd Avenue and Barbur Boulevard must be relocated. This pole is on State right of way under the terms of Permit No. 6[illegible], dated March 28, 1935.
>
> Three poles along the north side of S. W. Coronado Avenue between "A" line Station 412 and 416 must be relocated. These poles are on a dedicated street.
>
> A guy to a pole near "J" line Station [illegible] must be adjusted. This pole and guy is on State right of way under the terms of Permit No. 43[illegible], dated June 2[illegible], 1954.
>
> All the existing facilities are on public property and it is the obligation of the company to make the necessary adjustments at their own expense.

In view of the fact that all of these facilities are on public property it will be your obligation to make the necessary adjustments without cost to the State and it is requested that you proceed

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MAR 4 1958
OFFICE OF
STATE HIGHWAY ENGINEER

with the work as soon as reasonably may be possible.

Further details will be secured from Mr. Lowell Johnston, Box [illegible], Portland 8, who is resident engineer on the project.

Yours very truly,

[illegible]
Assistant Counsel

[illegible]
cc - Forrest Cooper ✓
L. A. Young
J. T. Boulton
Lowell Johnston
F. W. Farrar

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MAR 5 - 1958
FOR FILING
I-303(17)
5165

FORM E-123X

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 4, 1958

Pacific Telephone and Telegraph Co.
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone and Telegraph Co.
Telephone Line Adjustment
Tigard Interchange Unit
Pacific Highway
(S. H. Baldock Freeway)
Multnomah County

Gentlemen:

The bids on the above titled project were received on February 28 and some of the facilities must be adjusted in order to accommodate the highway construction.

The adjustments involves the relocation of a pole near Station 402+50 on the Pasadena-Pomona Connection and the relocation of two poles on the S. W. Coronado Avenue Connection. The pole on the Pasadena-Pomona Connection is on a dedicated street, and the two poles on the Coronado Avenue Connection are on the existing State right of way, apparently without permit.

In view of the fact that your facilities are located on public property, it would be your obligation to make the necessary adjustments without cost to the State.

It is requested that you proceed with the work as soon as reasonably may be possible. Further details will be secured from Lowell Johnston, Box 4679, Portland 2, who is resident engineer on the project.

Yours very truly,

J. W. DeSouza
Assistant Counsel

JWD:bk
cc - Forrest Cooper ✓
L. H. Young
J. T. Skelton
Lowell Johnston
F. W. Farrar

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MAR 4 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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FEB 26 1958
FOR

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

5165

R

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 25, 1958

Portland Gas and Coke Company
132 N.W. Flanders
Portland 9, Oregon

Re: Portland Gas and Coke Company
Gas Line Adjustment
Tigard Interchange Unit
Pacific Highway
(R. H. Baldock Freeway)
Multnomah County

Gentlemen:

Bids on the above titled project will be received on February 27, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

Your facility on the northwesterly side of Barbur Boulevard will be cut by the proposed Barbur Boulevard Overcrossing structure. It was placed on the existing right of way under the terms of Permit No. 4211, dated July 3, 1956, so that it will be your obligation to make the necessary adjustment without cost to the State, and it is requested that you proceed with the work as soon as reasonably may be possible.

Further details may be secured from Mr. Lowell Johnston, Box 4699, Portland 2, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. A. G. Skelton
Mr. F. W. Farrar
Mr. Lowell Johnston

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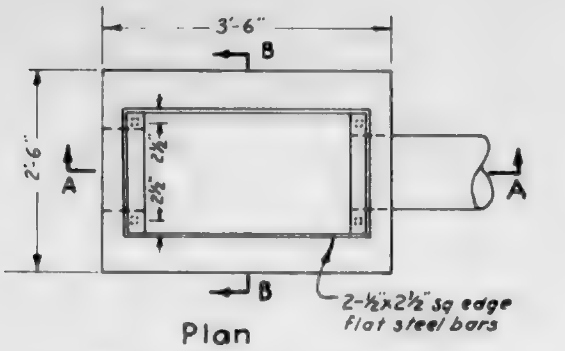
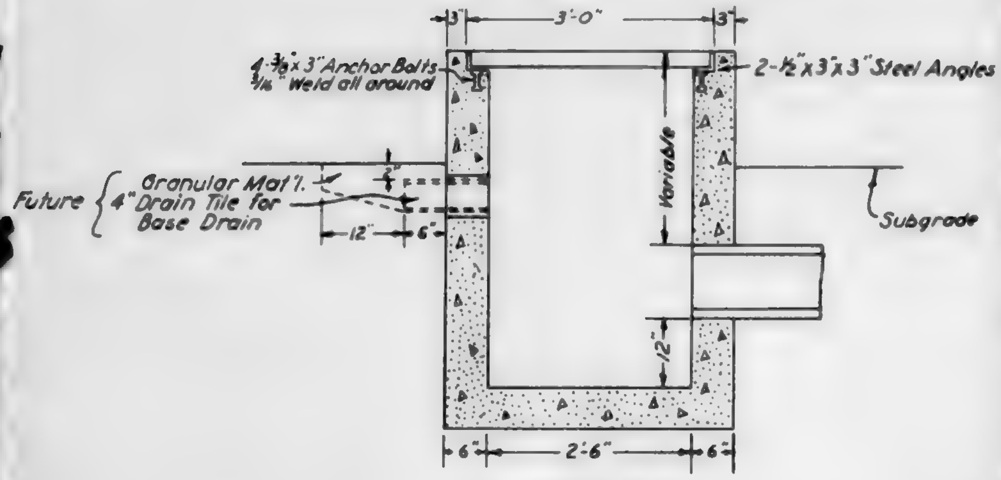
FEB 25 1958
OFFICE OF
STATE HIGHWAY ENGINEER

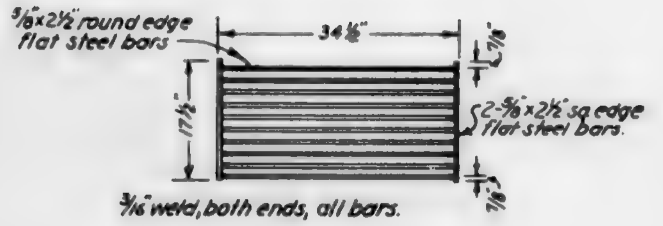
Detail of Special Catch Basin



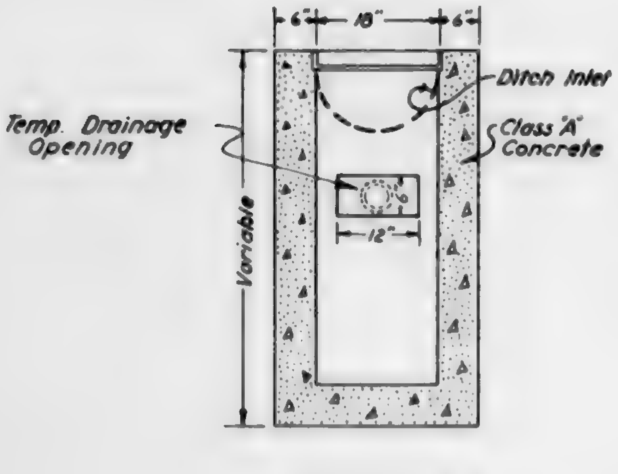
Plan



Section A-A


3/8x2½ round edge flat steel bars
34½"
7/16
17½"
2-3/8x2½ sq edge flat steel bars.
7/16
3/16 weld, both ends, all bars.

Grate



Section B-B

SUMMARY

ITEM	UNIT	NET QUANTITY	ALLO
Clearing & Grubbing	All	All	–
Removal of Pavement	Sq.Yd.	7,094	706
Removal of Curbs	Lin.Ft.	1,433	67
Removal of Catch Basins	One	4	1
Removal of Miscellaneous Concrete & Masonry	Cu.Yd.	81	9
Drainage Excavation Unclassified	Cu.Yd.	1,509	191
General Excavation Unclassified	Cu.Yd.	78,569	7,831
Short Overhaul	Yd.Sta.	235,750	23,550
Long Overhaul	"C" Yd.Sta.	1186	114
Finishing Roadbed & Slopes	All	All	–
12" Concrete Pipe	Lin.Ft.	39	3
18" Concrete Pipe	Lin.Ft.	352	38
24" Concrete Pipe	Lin.Ft.	204	26
30" Concrete Pipe	Lin.Ft.	39	11
36" Concrete Pipe	Lin.Ft.	86	4
6" Metal Drain Pipe, Uncoated	Lin.Ft.	92	8
8" Metal Drain Pipe, Uncoated	Lin.Ft.	216	24
6" Perforated Metal Drain Pipe, Uncoated	Lin.Ft.	110	10
8" Perforated Metal Drain Pipe, Uncoated	Lin.Ft.	200	20
Special Backfill in Drains	Cu.Yd.	77	3
8" Sewer Pipe	Lin.Ft.	1147	153
10" Sewer Pipe	Lin.Ft.	203	17
12" Sewer Pipe	Lin.Ft.	1176	124
15" Sewer Pipe	Lin.Ft.	800	80
18" Sewer Pipe	Lin.Ft.	320	30
Concrete Manholes	One	6	–
Special Concrete Catch Basins	One	26	2
Adjustment of Catch Basins	One	1	1
Concrete Curbs	Cu.Yd.	379	21
Concrete in Islands	Cu.Yd.	1.67	0.33
Metal Guard Rail	Lin.Ft.	3440	360
Metal Median Barrier	Lin.Ft.	743	77
Salvaging Guard Rail	Lin.Ft.	1783	17
1½" Electrical Conduit	Lin.Ft.	898	82
Coarse Crushed Material in Base	Cu.Yd.	23,410	2,290
3/4"-0" Material in Base	Cu.Yd.	3698	402
Sprinkling	M-Gals.	1,018	82
Preparation of Base	All	All	–
3/4"-0" Material in Binder Course	Cu.Yd.	302	28
RC-3 Asphalt	Ton	50	4
Class "B" Asphaltic Concrete	Ton	7590	410
Extra For Pipe Under Pavement	Lin.Ft.	305	25
Asphaltic Concrete Traffic Markers	Lin.Ft.	1880	120
Furnishing & Placing Aggregates	Cu.Yd.	72	8
120-150 Asphalt in Shoulder Oiling	Ton	5	1
RS-1 Asphalt in Shoulder Oiling	Ton	2	1
Structural Excavation	Cu.Yd.	828	–
Furnish Steel Piling	Lin.Ft.	680	–
Drive Steel Piles	One	19	–
Class "A" Concrete	Cu.Yd.	1470	–
Metal Reinforcement	Lb.	373,200	–
Structural Steel	All	All	–
Metal Parapet Rail	Lin.Ft.	524	–
Metal Rail	Lin.Ft.	383	–
Concrete Slab Riprap	Sq.Yd.	1140	–

R Y

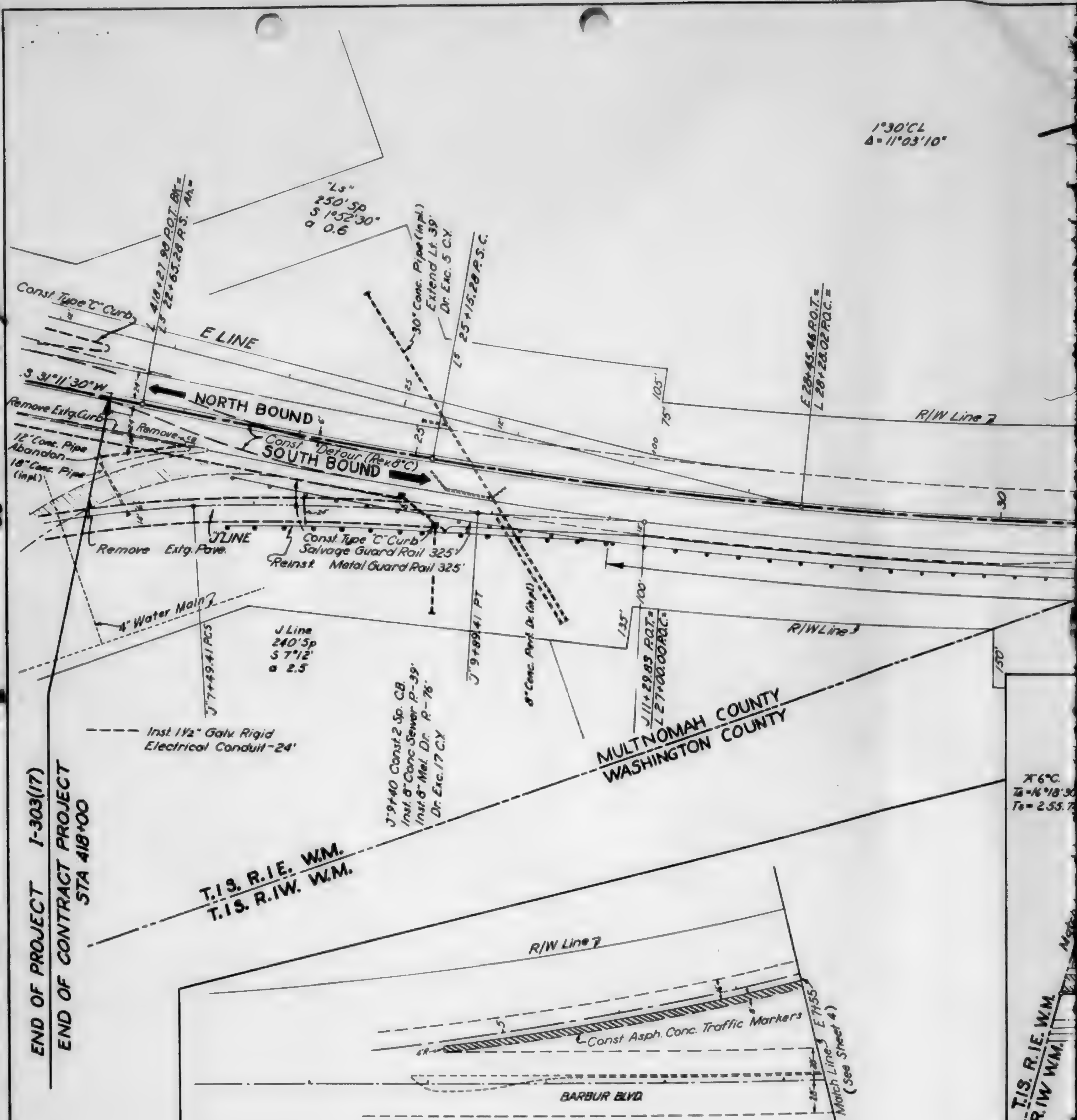
Length of F.A.I. Project 0.521 Mile

			SEGREGATION OF QUANTITIES			
			ROADWORK		STRUCTURES	
NET QUANTITY	ALLOW.	TOTAL QUANTITY	Grade Sta 390+50 to Sta 400+00	Grade & Pave. Sta 400+00 to Sta 418+00	Pacific Hwy. O-xing ℄ 410+33.13	Pacific Hwy. Ramp U-xing ℄ 404+27.1
All	–	All	All	All		
7,094	706	7,800	–	7,800		
1,433	67	1500	–	1500		
4	1	5	–	5		
81	9	90	–	90		
1,509	191	1,700	450	1250		
78,569	7,831	86,400	2,400	84,000		
235,750	23,550	259,300	175,000	84,300		
1186	114	1300	900	400		
All	–	All	–	All		
39	3	42	–	42		
352	38	390	30	360		
204	26	230	230	–		
39	11	50	50	–		
86	4	90	50	40		
92	8	100	–	100		
216	24	240	–	240		
110	10	120	–	120		
200	20	220	–	220		
77	3	80	–	80		
1147	153	1300	700	600		
203	17	220	160	60		
1176	124	1300	250	1050		
800	80	880	–	880		
320	30	350	–	350		
6	–	6	3	3		
26	2	28	8	20		
1	1	2	–	2		
379	21	400	–	400		
1.67	0.33	2	–	2		
3440	360	3800	–	3800		
743	77	820	–	820		
1783	17	1800	500	1300		
898	82	980	–	980		
23,410	2,290	25,700	500	25,200		
3,698	402	4,100	170	3,930		
1,018	82	1100	30	1070		
All	–	All	–	All		
302	28	330	–	330		
50	4	54	–	54		
7590	410	8000	–	8000		
305	25	330		330		
1880	120	2000	–	2000		
72	8	80	–	80		
5	1	6	–	6		
2	1	3	–	3		
828	–	828			228	600
680	–	680				680
19	–	19				19
1470	–	1470			515	955
373,200	–	373,200			105,200	268,000
All	–	All			All	
524	–	524			524	
383	–	383				383
1140	–	1140			490	650

TIGARD INTERCHANGE UNIT HARBOR DRIVE-WASHINGTON CO. LINE SEC. PACIFIC HIGHWAY (R.H. BALDOCK FREEWAY) MULTNOMAH COUNTY				SHEET No. 2
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	I-303(17)		See Index

Revised 2-20-58 Salvaging Guard Rail

F. D. Thompson

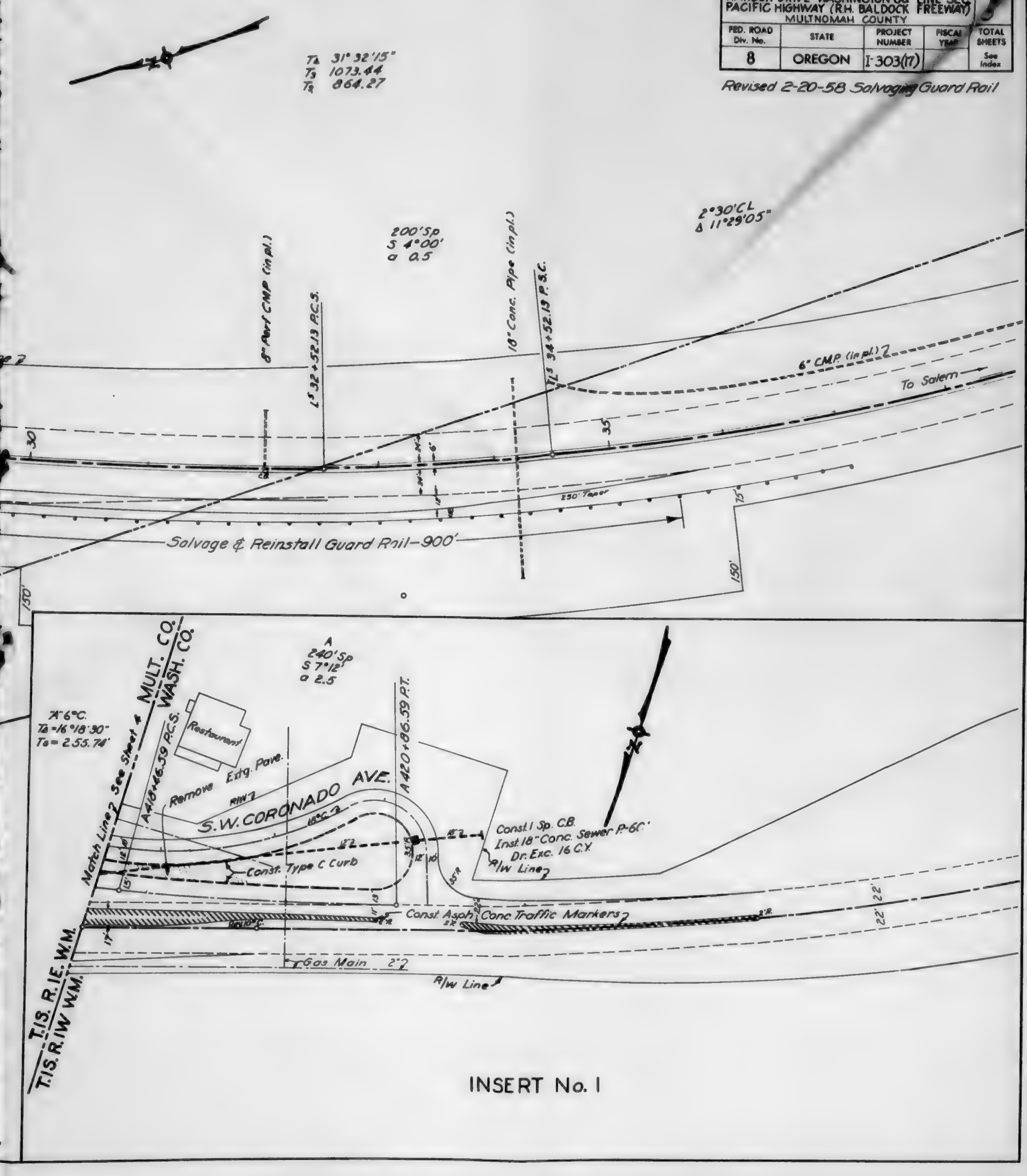

1°30'CL
Δ=11°03'10"
"Ls"
250' Sp
S 1°52'30"
a 0.6
418+27.98 P.O.T. Bk=
L3 22+65.28 P.S. Ah=
30" Conc. Pipe (Inpl.)
Extend Lt. 39'
Dr. Exc. 5 C.Y.
L3 25+15.28 P.S.C.
E 28+45.46 P.O.T.=
L 28+28.02 P.O.C.=
Const. Type "C" Curb
E LINE
S 31°11'30" W
NORTH BOUND
Remove Extg. Curb
Remove C.B.
12" Conc. Pipe Abandon
18" Conc. Pipe (inpl.)
Const. Detour (Rev. 8°C)
SOUTH BOUND
25
25
105'
75'
100
R/W Line 7
30
J LINE
Remove Extg. Pave.
Const. Type "C" Curb
Salvage Guard Rail 325'
Reinst. Metal Guard Rail 325'
4" Water Main
J Line
240' Sp
S 7°12'
a 2.5
J 7+49.41 P.C.S
J 9+89.41 PT
8" Conc. Perf. Dr. (inpl.)
100'
135'
J 11+29.83 P.O.T.=
L 27+00.00 P.O.C.=
R/W Line 3
150'
Inst. 1½" Galv. Rigid Electrical Conduit - 24'
J 9+40 Const. 2 Sp. C.B.
Inst. 8" Conc. Sewer P-39'
Inst. 6" Met. Dr. P-78'
Dr. Exc. 17 C.Y.
MULTNOMAH COUNTY
WASHINGTON COUNTY
T.1S. R.1E. W.M.
T.1S. R.1W. W.M.
END OF PROJECT I-303(17)
END OF CONTRACT PROJECT
STA 418+00
R/W Line 7
Const. Asph. Conc. Traffic Markers
4'R
E 71+55
Match Line 3
(See Sheet 4)
BARBUR BLVD.
INSERT No. 2
Δ=6°C.
Ta=16°18'30
Ts= 255.7
Mat
T.1S. R.1E. W.M.
T.1S. R.1W. W.M.

TIGARD INTERCHANGE UNIT
HARBOR DRIVE-WASHINGTON CO. LINE SEC.
PACIFIC HIGHWAY (R.H. BALDOCK FREEWAY)
MULTNOMAH COUNTY

SHEET No. 5

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	I-303(17)		See Index

Revised 2-20-58 Salvaging Guard Rail



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OREGON DISTRICT

08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 12, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-303(17)
S. W. 14th Ave.-Washington
County Line Unit (Tigard Interchange)
Portland-Salem Freeway

Dear Mr. Williams:

We have today approved P. S. and E. documents, subject project. This will authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C G Polk

C. G. POLK
Division Engineer

RECEIVED
FEB 17 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 23 1958
FOR FILING

I-303(17)

5165

Salem, Oregon
January 23, 1958

MISC. CONTRACTS and
AGREEMENTS No. 1490

Supplemental Agreement
North Tigard Interchange
Pacific Highway
Multnomah County

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. Robert H. Prange
Field Engr., County & City Relations

Attached is a conformed copy of a supplemental agreement with Multnomah County covering the North Tigard Interchange on the Pacific Highway in Multnomah County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Multnomah County.

Secretary

rn
Attach: 1

pg 40

FORM 230—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 13, 1958

SUBJECT: Supplemental Agreement
North Tigard Interchange
Pacific Highway
Multnomah County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of the subject named agreement. Two copies have been executed by the Board of Commissioners and are now ready for presentation to the Highway Commission for signature. Both copies require your signature.

This project was approved by the Highway Commission on December 5, 1957.

Robert H. Prange
Robert H. Prange
Field Engr., County & City Relations

RHP:mm
Att.

(A)
2 COPIES TO
BE SIGNED

AUTHORIZED BY HIGHWAY COMMISSION
DATE 8-16-56 Minute Page 40 10-31-57 minute Page 48
Secretary

1 copy [illegible]

A

RECEIVED
JAN 24 1958
FOR FILING

I-303(17)

2165

January 23, 1958

Board of County Commissioners
Multnomah County Court House
Portland, Oregon

Gentlemen:

We are enclosing for the records and files of Multnomah County a fully executed supplemental agreement between the State Highway Commission and Multnomah County covering the North Tigard Interchange on the Pacific Highway in Multnomah County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
JAN 23 1958
FOR FILING

I. 303(17)

5165

Salem, Oregon
January 20, 1958

Tigard Interchange
Harbor Drive-W. Portland Expressway

Mr. Virgil O'Neil
Staff Assistant
Building

It is requested that you add $1200 to the authorization for the subject job to cover 10 acres of grass seeding, 4 acres of mulching and 10 acres of refertilizing to prevent erosion.

It is anticipated that the work will be accomplished by state forces using mechanized seeding and mulching equipment under the supervision of the Landscape Engineer.

Forrest Cooper
Deputy State Highway Engineer

cc Mr. Tom Edwards
Mr. M. H. Astrup

P

RECEIVED
DEC 16 1957
FOR FILING

I-303.1(1)

5165

Salem, Oregon
December 12, 1957

Revised Supplemental Agreement
North Tigard Interchange
Pacific Highway
Multnomah County

Mr. Leonard I. Lindas
OFFICE

At the request of Multnomah County, certain changes are to be made in the agreement which was prepared by your department dated 11/1/57. It is now requested that a revised agreement be prepared to cover these changes. The first two pages of the agreement dated 11/1/57 may be used as there were no revisions made to them. A draft of the remainder of the agreement is attached for your information. Please return six copies of the revised agreement.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: Tom Edwards
C. G. Swenson

RECEIVED
NOV 1957
FOR FILING

FORM 5308—12½M—6-55—66209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 6, 1957

SUBJECT: North Tigard Interchange
Pacific Highway
Multnomah County

To: Mr. Don Norlin
Appraisal Supervisor
OFFICE

We have received 13 descriptions which will be necessary to construct the interchange at North Tigard, between the Pacific Highway (Baldock Freeway) and Barbur Blvd.

These descriptions are covered by files 27350 to 27363, inclusive.

It is requested that the necessary line appraisal be prepared so that negotiations can be undertaken.

R. L. PORTER
Right of Way Engineer

RLP:IH
cc: S. N. Mayhew
Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
NOV 7 1957
OFFICE OF
STATE HIGHWAY ENGINEER

3. State shall construct or reconstruct with a 32-foot asphaltic concrete surface and with a "turn-around" that portion of S. W. 62nd Avenue as shown colored in orange on said Exhibit "A."

4. State shall reconstruct and channelize the intersection of S. W. 63rd Avenue and Pacific Highway West in Multnomah County as shown colored in orange and green on said Exhibit "A." S. W. 63rd Avenue shall be designated as a one-way northbound street from the throughway to an intersection with a connecting street between S. W. 63rd Avenue and S. W. 64th Avenue as herein after described in paragraph 6 under THINGS TO BE DONE BY STATE. State shall maintain that portion of said street as shown colored in green on said Exhibit "A."

5. State shall construct and surface with a 32-foot asphaltic concrete surface that portion of S. W. 64th Avenue shown colored in orange and green on said Exhibit "A." State shall thereafter maintain that portion of said street shown colored in green.

6. State shall construct and surface with a 32-foot asphaltic concrete surface a connecting street between S. W. 63rd and S. W. 64th Avenues as shown colored in orange on said Exhibit "A."

7. State shall construct and thereafter maintain a "turn around" on the extension of Coronado Street as shown colored in blue on said Exhibit "A."

8. State shall assume maintenance of that portion of S. W. Coronado Street as shown colored in yellow on said Exhibit "A."

9. State shall assume maintenance of that certain connecting street between S. W. Coronado Street and the northbound leg running from the throughway easterly to the Pacific Highway West.

10. State shall construct and thereafter maintain an access road running from Pacific Highway West, at a point approximately 300 feet westerly

of S. W. 65th Avenue, easterly to S. W. 64th Avenue; thence southerly along S. W. 64th Avenue as shown colored in brown on said Exhibit "A."

11. State shall close the following streets in the following manner and at the following locations:

a. S. W. 62nd Avenue at the northerly right-of-way boundary line of Pacific Highway West as shown by red lines on said Exhibit "A."

b. S. W. 63rd Avenue at the southerly right-of-way boundary line of the throughway and at the southerly right-of-way boundary line of S. W. Coronado Street and at the northerly edge of the northbound interchange leg running easterly from Pacific Highway West to the throughway. Said points of closure are shown by means of red lines on said Exhibit "A."

c. S. W. 64th Avenue at the southerly right-of-way boundary line of Pacific Highway West and at the southerly right-of-way boundary line of S. W. Coronado Street, and at the easterly edge of the access road described in paragraph 10 under THINGS TO BE DONE BY STATE. Said points of closure are shown by red lines on said Exhibit "A."

d. Coronado Street at the easterly edge of the southbound interchange leg running from Pacific Highway West southerly to the throughway and at the westerly right-of-way boundary line of S. W. 64th Avenue. Said points of closure are shown by red lines on said Exhibit "A."

e. S. W. 65th Avenue at the northerly edge of the access road described in paragraph 10 under THINGS TO BE DONE BY STATE. Said point of closure is shown by a red line on said Exhibit "A."

f. Vesta Avenue at the southerly right-of-way boundary line of the throughway. Said point of closure is shown by a red line on said Exhibit "A."

12. State, upon completion of the project, shall deed to County a strip of land 30 feet wide on each side of the center line of the connecting street described in paragraph 6 above. Said strip of land is to extend from the westerly boundary line of S. W. 63rd Avenue to the easterly boundary line of S. W. 64th Avenue.

THINGS TO BE DONE BY COUNTY

1. County, by execution of this agreement, does hereby consent to and officially approved the plans attached hereto and which are marked Exhibit "A"

including the provisions as set forth under paragraphs 1, 2, 4, 7, 8, 9, 10, 11, and 12 under THINGS TO BE DONE BY STATE.

2. County agrees and consents, upon completion by [redacted] State of the provisions as described and set forth under THINGS TO BE DONE BY STATE, to retain jurisdiction over and, at its sole expense, to assume maintenance of those portions of those streets as described and set forth in paragraphs 3, 4, 5, and 6 under THINGS TO BE DONE BY STATE and as shown colored in orange on said Exhibit "A."

3. County agrees, in accordance with ORS 374.065, that no county road shall be constructed running into or intersecting said throughway without the written approval of the State.

4. County shall execute this agreement during a duly authorized session of its Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have subscribed their names and affixed their seals as of the day and year first above written.

ATTEST:

____
Secretary

APPROVED:

____
State Highway Engineer

APPROVED AS TO FORM:

____
Chief Counsel

STATE OF OREGON, by and through its
State Highway Commission

By________________________
As Chairman

By________________________
As Commissioner

By________________________
As Commissioner

STATE

MULTNOMAH COUNTY, by and through its
Board of County Commissioners

By________________________
Chairman

ATTEST:

____
County Clerk

By________________________
County Commissioner

By________________________
County Commissioner

COUNTY

RECEIVED
1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

Feb. 26, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5166	6-Final	J. M. Purcell Const. Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4253	H 237436	$ 1,665.52	2/26/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

G R Winchcomb
ACCOUNTING DIVISION

Specified completion date: 120 workdays from Apr. 27, 1958

Time Extensions: None

Completion Date: Aug. 28, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Feb. 27, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed:

RECEIVED
NOV 6 - 1958
FOR FILING

20-5(1)

5166

Nov. 5, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5166, for grading on the Long Hollow Canyon-Hunter Ranch Section of the Tygh Ridge Road in Wasco County was completed by the contractor, J. M. Purcell Construction Co., on Aug. 28, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $1,665.52 will be released to the contractor on or after November 15, 1958. The total contract amount is $54,495.69, of which amount $325.33 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
cm

A

RECEIVED
OCT 16 1958
FOR FILING

[illegible]

5166

Oct. 16, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. N. Purcell Construction Company in connection with Contract No. 5166, for grading on the Long Hollow Canyon-Hunter Ranch Section of the Tygh Ridge Road in Wasco County.

This payment, in the amount of $1,106.33, will be released to the contractor on or after Oct. 27, 1958. The retained percentage is $1,633.92.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues nor demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED
SEP 23 1958
FOR FILING

Sept. 23, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

It is the intention of the State Highway Commission to release to J. M. Purcell Construction Company a portion of the funds heretofore retained by the Commission on Contract No. 5166, for grading on the Long Hollow Canyon-Hunter Ranch Section of the Tygh Ridge Road in Wasco County.

This payment, in the amount of $14,590.34, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,599.71. The present payment will be released on or after October 3, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP 15 1958
FOR FILING

S 370(1)

5166

September 5, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 28, 1958, on Contract No. 5166, Long Hollow Canyon-Hunter Ranch Section, in Wasco County, in connection with Federal Aid Project No. S-370(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:maj

cc: Clarence G. Swenson

A

Form E-1—10M

[illegible]
5166

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 30, 1958, 19

Section Long Hollow Canyon-Hunter Ranch

Kind of work Grading

Highway Tygh Ridge County Wasco

Section prefix 533-1056

Contractor J.M. Purcell Construction Co.

Contract number 5166

Date of contract April 17, 1958, 19

Specified work days 129

Date work started May 26, 1958, 19

Work days used 76

Project authorization $65,431.13
Exclusive of engineering $58,161.00

Per cent of time elapsed 65 %

Estimated cost of completed project, exclusive of engineering . . . $57,920

Estimated per cent overrun or underrun . . . 0.5% %

Per cent of contract completed, based on total contract price . . . 97.5 %

Engineering authorization $4,652.88

Engineering cost to date $5,900, 1.23% %

Date project was completed August 28, 1958, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed finishing of grading and installation of culverts this week. County will start placing their base rock next Tuesday. As contractor has several pieces of equipment to repair before he can remove them it will possible be two weeks before he has moved off of the project.

FINAL REPORT

CONSTRUCTION DIVISION
RECEIVED
SEP - 2 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COL

Noted
M. N. Juvé

Signed M.D. Glenn

Address The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	8.45				
Miles partially completed					
Miles completed	8.45				
Total estimated quantities (contract)	132,000				
Total quantities corrected to date	125,000				
Estimated quantities moved or placed to date	125,000				
Average daily quantities	2,840				
Average daily quantities necessary to complete project on time	0				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	5				
Men	4				
Supervision	1				
Men and trucks under 3 tons	1				
Men and trucks over 3 tons	1				
Men and tractors	7				

Equipment used during week: Shovels ...., Power graders ....1..., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ....1....., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Cloudy		
Saturday			

file

CON BND 113 8-12-58 334 PM

EDWARDS

LONG HOLLOW CANYON- HUNTERS RANCH WAS OFF IN EXC BETWEEN LOCATION AND CONSTRUCTION AND WAS MISJUDGED AS TO SHRINKAGE THERE HAS BN NO WASTE AND FINAL EXC QUANTITIES WILL STILL BE UNDER THE BID QUANT BY 2 OR 3 THOUSAND YARDS

SWIFT

BN

NOTED
FORREST COOPER

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AUG 7 1958

FOR FILING

X 273

5/66

Salem, Oregon
August 6, 1958

Long Hollow Canyon-
Hunter Ranch

Mr. Tom Edwards
Construction Engineer
Department

I have heard several rumblings re the shrinkage on the Long Hollow Canyon-Hunter Ranch Section in Wasco County, the latest being a note on the Resident Engineer's Weekly Report dated August 2, 1958. I note by the quantity given on the reverse side of the report that no overrun in quantities is anticipated.

Will you please tell me what this is all about.

FORREST COOPER

Forrest Cooper
Deputy State Highway Engineer

FC:me

RECEIVED 5166

FOR FILING

Monthly Transaction No. 6-75	For [illegible] 2 (5-28-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	**Oregon**
Project Report No. S-370(1) 3	**FEDERAL-AID PROJECT AGREEMENT**	County **Wasco** Project No. **S-370(1)**

5166 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Long Hollow Canyon-Hunter Ranch Section (FAS Route 706).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3/11/58	8.4
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 63,977.00	Federal funds $ 39,600.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By ____________________
Chairman, State Highway Commission
(title)

By ____________________
Member, State Highway Commission
(title)

By ____________________
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
Division Engineer

Date executed by Division Engineer **June 23, 1958**

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER.

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Long Hollow Canyon - Hunter Ranch Section, Project No. S-370(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

BC:mm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Long Hollow Canyon - Hunter Ranch Section
Tygh Ridge Road
Wasco County

NATURE OF WORK:

Grading

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5166 J.M. Purcell Construction Co. 4-17-58

DATE OF COMPLETION: 120 workdays from 4-27-58

REMARKS:

May 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Long Hollow Canyon-Hunter Ranch Section, Project No. S-370(1).

Very truly yours

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHG:cr

Oregon State Highway Department

Federal Aid Secondary
Project No. S-370(1)

LONG HOLLOW CANYON–HUNTER RANCH SECTION

OF THE TYGH RIDGE ROAD IN WASCO COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 1, 1958

Type Code 0010
Roadway (Sta. 0+34.15 to Sta. 445+55.37) (Contract No. ______)

Clearing and Grubbing	All	Required	$	$ 1,500.00
Drainage Excavation, Unclassified	150	cu. yds.	2.00	300.00
General Excavation, Unclassified	132,000	cu. yds.	0.29	38,280.00
Short Overhaul	152,100	yd. sta.	0.01	1,521.00
Long Overhaul	520	C-yd.sta.	0.50	260.00
Finishing Roadbed and Slopes	8.43	miles	400.00	3,372.00
12-inch Corrugated Metal Pipe	260	lin. ft.	3.50	910.00
18-inch Corrugated Metal Pipe	46	lin. ft.	4.50	207.00
30-inch Corrugated Metal Pipe	46	lin. ft.	9.00	414.00
12-inch Concrete Pipe	580	lin. ft.	2.15	1,247.00
18-inch Concrete Pipe	670	lin. ft.	4.50	3,015.00
24-inch Concrete Pipe	270	lin. ft.	6.00	1,620.00
36-inch Concrete Pipe	260	lin. ft.	10.00	2,600.00
36-inch Concrete Pipe, Extra Strength	210	lin. ft.	11.50	2,415.00
				$ 57,661.00
Flagging (57½% of Contractor's Costs)	All	Required		500.00
		Subtotal		$ 58,161.00
		10% Engr. & Cont.		5,816.10
			Total	$ 63,977.10

Length of Roadway . . . . 8.432 Miles
Cost of Roadway Per Mile. . . . $7,587.41

Federal Funds	$ 39,600.00
State Funds	12,188.55
County Funds.	12,188.55
	$ 63,977.10

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Wasco County with the Highway Department.

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JUN 3 1958
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June 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 26, 1958 on Contract No. 5166, Long Hollow Canyon-Hunter Ranch Section in Wasco County, in connection with Federal Aid Project No. S-370(1).

Very truly yours,

W. C. Williams
State Highway Engineer

by

G. S. Paxson
Assistant State Highway Engineer

DSP:cr

FORM E-133

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
APR
FOR FILING
[illegible]
5166

Apr. 30, 1958

J. M. Purcell Construction Co.
111 Sherwood Lane
Kalispell, Montana

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5166, awarded Apr. 17, 1958, for grading on the Long Hollow Canyon-Hunter Ranch Section of the Tygh Ridge Road in Wasco County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR [illegible] 1958
FOR FILING

April 17, 1958

J. M. Purcell Construction Company
111 Sherwood Lane
Kalispell, Montana

Gentlemen:

The State Highway Commission on March 27, 1958, accepted your proposal for grading on the Long Hollow Canyon-Hunter Ranch Section of the Tygh Ridge Road in Wasco County, for the sum of $57,661 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5166.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
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E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 17, 1958

J. M. Purcell Construction Co.
111 Sherwood Lane
Kalispell, Montana

Gentlemen:

Contract for Long Hollow Canyon-Hunter Ranch Section of Tygh Ridge Road, Wasco County, for which you submitted low bid on March 27, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
C. W. Head
Files

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APR 17 1958
FOR FILING

2-329
5136

Salem, Oregon
April 11, 1958

Long Hollow Canyon-
Hunter Ranch Section,
Tygh Ridge Road,
Wasco County

Mr. S. H. Probert
Office Engineer
Department

The J. M. Purcell Construction Company has indicated that it will sign a contract on the Long Hollow Canyon-Hunter Ranch Section of the Tygh Ridge Road in Wasco County without any change of unit prices. Therefore, please proceed in the usual manner so that the contract may be awarded when cleared by the County and City Relations Department.

I am attaching a copy of the Purcell letter.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. Tom Edwards
Mr. H. B. Glaisyer
Mr. Clarence Swanson

J. M. PURCELL CONSTRUCTION COMPANY

General Contractors

~~HOME OFFICE ADDRESS~~
~~[illegible]~~
~~SA[illegible]~~
~~[illegible]~~

PROJECT ADDRESS

111 Sherwood Lane
Kalispell, Montana
April 9, 1958

Mr. Forrest Cooper
Deputy State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

With reference to your letter of March 31, 1958, advising that the State Highway Commission had accepted my bid of $57,661 for grading on Long Hollow Canyon-Hunter Ranch Section of the Tygh Ridge Road in Wasco County.

Wish to advise that a Right-of-Way change has been made, and I agree to accept the job with said change of right-of-way.

Yours very truly,

J.M. PURCELL CONSTRUCTION COMPANY

By J. M. Purcell

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

RECEIVED
APR 3 1958
FOR FILING

R

April 2, 1958

County Court of Wasco County
Court House
The Dalles, Oregon

Gentlemen:

We are enclosing for the records and files of Wasco County one fully executed copy each of a maintenance and finance agreement between the State Highway Commission and Wasco County covering the Long Hollow Canyon-Hunter Ranch section of FAS 706.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

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APR 7 1958
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[illegible]

5166

Maint. # 339
Finance #189

Salem, Oregon
April 2, 1958

Project Agreements
FAS 706, Wasco County

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: John D. Graham
Office Engr., City & County Relations Dept.

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Wasco County covering the Long Hollow Canyon-Hunter Ranch section of FAS 706.

One fully executed copy of each has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Wasco County.

Secretary

rm
Attach: 5

FORM 530—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 21, 1958

SUBJECT: Project Agreements
FAS 706, Wasco County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Long Hollow Canyon-Hunter Ranch section of FAS 706. Two copies of the agreement have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date March 21, 1958

APPROVED BY HIGHWAY COMMISSION
DATE Bids to be received 3-24-58
Secretary

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NOV 14 1957
FOR FILING

11-13-57

W. C. WILLIAMS

[illegible]

5166

LOCATION PROSPECTUS
LONG HOLLOW CANYON-HUNTER RANCH SECTION, TYGH RIDGE ROAD, FAS 706
WASCO COUNTY

1. The following prospectus is submitted regarding the Long Hollow Canyon-Hunter Ranch Section of the Tygh Ridge Road in Wasco County. The northerly terminus is at the junction of the Tygh Ridge Road with the Long Hollow Canyon Road, which junction is approximately 7 miles southeasterly of Dufur. The southerly terminus is at the junction of Tygh Ridge Road and a county road, said junction being approximately 4.5 miles southeasterly of the junction of Tygh Ridge Road with The Dalles-California Highway. The overall length of the project is approximately 7.5 miles.

2. This will be a location survey for the purpose of preparing grading plans for work to be accomplished by State contract. The route approximates that of the existing Tygh Ridge Road. There are no towns within the limits of this project.

3. The general route is that of the existing Tygh Ridge Road. Reconnaissance has not been made. Soils reconnaissance will be required to assist the county with base design. There are no special drainage problems. Through cuts should be avoided to minimize the snow condition. Should a through cut be required, the side slopes should be flattened. An economic analysis is not necessary.

4. The present ADT is 30 and the projected ADT is 60. This will be a modified Class "F"-45 facility with a maximum grade of 7 per cent and a maximum curvature of 12 degrees. The subgrade cross-section will be 30 feet wide. Base design will be determined at a later date.

5. The estimated rise and fall and the central angle are unknown: this route never has been surveyed.

6. Deviation from the standards set forth for this class of highway, in Section 10 of the Oregon State Highway Department Technical Bulletin No. 19 (Revised), is anticipated. The deviation will consist of the 30-foot subgrade width and the 7 per cent maximum grade. The subgrade width was established at the specific request of Wasco County.

7. This will be an unrestricted access facility. There are no interchanges, railroad crossings, or river or stream crossings.

8. Material sources will not be required for this project.

9. This being a Federal-Aid Secondary facility, an agreement with Wasco County will be necessary. Those portions of the existing facility not utilized will be abandoned.

10. There are no State Parks in the vicinity.

11/12/57

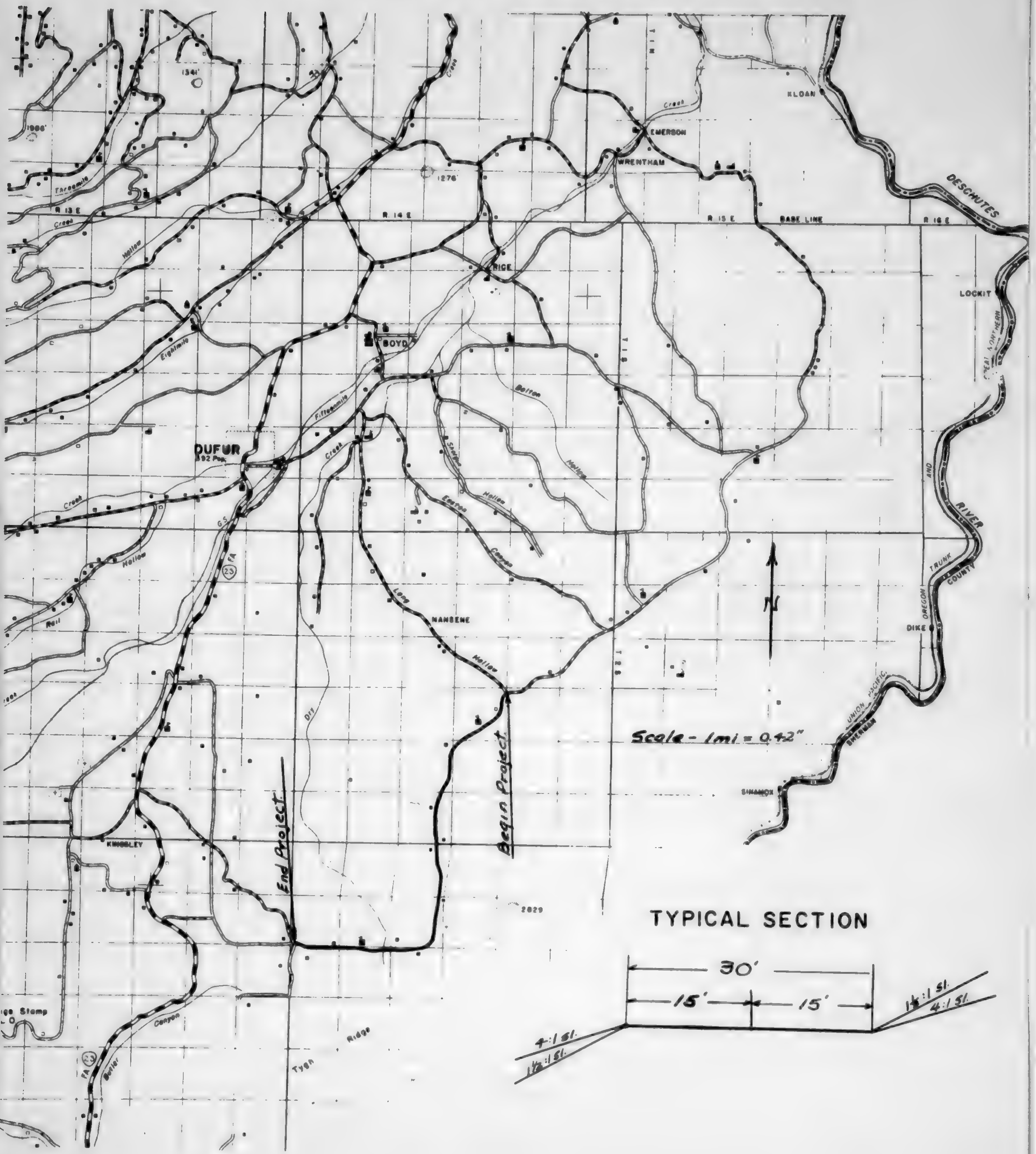
Attachment

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson
Tom Edwards
Dean Swift
A. A. Fossen
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
R. L. Porter
S. H. Probert
P. M. Stephenson
C. G. Swenson
G. L. Decker
I. A. DeFrance

RECEIVED
NOV 13 1957
OFFICE OF
STATE HIGHWAY ENGINEER

PROSPECTUS MAP

LONG HOLLOW CANYON-HUNTER RANCH SECTION
TYGH RIDGE ROAD, FAS 706, WASCO COUNTY



23-8318 Olds Ferry-Ontario Rock 1958
Prod. Proj.
#5167

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FINAL COST ANALYSIS

Olds Ferry-Ontario Section
Contract No. 5167

Rock Production
C. E. Leseberg, Contractor
R. R. Cameron, Resident Engineer

Olds Ferry-Ontario Highway
Prefix No. 23-8318

5167

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
½" - ¼" Crushed Mat'l in Stockpile	6,337.41	Cu. Yds.	$2.17	$2.42	$15,394.12	$13,752.18
¼" - #10 Crushed Mat'l in Stockpile	3,385.01	Cu. Yds.	2.17	2.42	8,222.48	7,345.47
PA #1 Remove Gravel from Stockpile Site	323	Cu. Yds.	.50	.85	276.85	161.50
Haul Adj. (Favor of Contractor)	3,512	Yd. Mi.	.12			421.44
					$23,893.09	$21,680.59

NOTE
W. C. WILLIAMS

Total Cost	$23,893.09
Gross Revenue	21,680.59
Net Loss	$ 2,212.50

Net Loss Equals 10.2 Per Cent of Gross Revenue

RECEIVED
OFFICE OF
ENGINEER

Crushing Breakdown

	Quantity	Unit	Cost	Unit Cost
Feeding	9,722.42	Cu. Yd.	$ 6,298.28	$0.644
Crushing	"	" "	8,984.93	0.924
Haul to Stockpile	"	" "	6,324.01	0.650
Stockpile Cr. Mat'l.	"	" "	2,009.38	0.206
	9,722.42	Cu. Yd.	$23,616.60	$2.424

The crushing plant operated 215.5 hours for an average production of 45.11 cubic yards per working houw.

Detail of Cost

Labor:		
Labor and Supervision	$7,140.57	
Labor Insurance	560.84	
		$ 7,701.41
Equipment Rental and Misc. Supplies:		
Equipment Rental, Owned	$12,561.49	
" " , Hired	358.30	
Gas, Oil and Grease	2,181.11	
Move In	191.00	
Small Tools and Misc. Supplies	56.00	
Bond	130.08	
Home Office and General Overhead	714.06	
		16,192.04
Total Cost		$23,893.45

Remarks:

This was a "State Project" consisting of furnishing 9,722.42 cubic yards of crushed materials in stockpiles for later use by the State in connection with maintenance operations on the Olds Ferry-Ontario Section of the Olds Ferry-Ontario Secondary Highway, including the Weiser and Payette spurs, in Malheur County.

This project was bid March 27th, awarded April 21th, 1958 and completed on June 6th, 1958.

The contractor moved into the gravel pit and began stripping with a D-8 dozer on April 19th, 1958. He also began moving in and setting up his crushing plant.

Crushing operations began May 1st. The crusher was fed with a D-8 and a D-7 dozer, with gravel being pushed to the primary jaw a variable distance of from 20 to 300 feet. Six 6 cubic yard capacity dump trucks were used to haul crushed material to stockpile sites. A D-6 with hydraulic dozer blade was used to pile and shape materials in stockpile.

The crushing and haul progressed rapidly, with a short delay caused by breakdown.

The loss shown, in my opinion, was due to two factors: the method used to feed the crusher and the low bid.

M. N. Juve
Chief Cost Analyst

By . . Gordon K. Hanson

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OREGON STATE HIGHWAY DEPARTMENT
(date)
July 18, 1958

[illegible] (CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5167	4 Final	C. E. Leseberg	
(~~VOUCHER~~ NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15790	H217478	$ 629.40	7-18-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 70 workdays from May 1, 1958

Time Extensions: None

Completion Date: June 6, 1958

Date Accepted: June 19, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: July 21, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

JUL 21 1958

NOTED ON CARD

RECEIVED
JUL 10 1958
FOR FILING

23-8318

5167

July 9, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5167 for Olds Ferry-Ontario Rock Production project in Malheur County was completed by the contractor, C. E. Leseberg, on June 6, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $629.40 will be released to the contractor on or after July 19, 1958. The total contract amount is $21,680.59, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

RECEIVED
JUN 23 1958
FOR FILING

[illegible]

5167

June 20, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. E. Leseberg in connection with Contract No. 5167, for Rock Production on the Olds Ferry-Ontario Section of the Olds Ferry-Ontario Highway in Malheur County. This payment, in the amount of $4,024.45, will be released to the contractor on or after June 30, 1958. The retained percentage is $651.07.

The State is not advsied of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

NOTED ON CARD

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 13, 1957

Section Olds Ferry - Ontario

Highway Olds FErry-Ontario County Malheur

Contractor C.E. Lessberg

Date of contract April 21, 1958

Date work started April 15, 1958

Project authorization . . . . . $ 21,971.25

Exclusive of engineering . . . . . $ 20,408.85

Kind of work Rock Production

Section prefix 23-8318

Contract number 5267

Specified work days 70

Work days used 21

Per cent of time elapsed 30 %

Estimated cost of completed project, exclusive of engineering . . . . $ 21,706.26

Estimated per cent overrun or ~~underrun~~ . . . . 4.1 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . . $ 1562.40

Engineering cost to date $ 1170.00, 74.9 %

Date project was completed June 6, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished cleaning up and moving out June 9.1958

Mailed Semi-final to division office June 12, 1958

This is the last Weekly Report on this Project.

CONSTRUCTION DIVISION
RECEIVED
JUN 16 1958
NOTED-- CE ACE ACE COE

Signed R R Cameron
R.R. Cameron

Address Ontario, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			9,000		
Total quantities corrected to date			9,711.78		
Estimated quantities moved or placed to date			9,711.78		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week			0		

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAY 5 1958
FOR FILING
3-8-21R

May 2, 1958

C. E. Leseberg
201 Reece Ave.
Nyssa, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5167, awarded Apr. 21, 1958, for the Olds Ferry-Ontario Rock Production Project in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR 23 1958
FOR FILING

[illegible]

[illegible]

April 21, 1958

C. E. Lesseberg
201 Reece Avenue
Nyssa, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958 accepted your proposal for the Olds Ferry-Ontario Rock Production Project on the Olds Ferry-Ontario Highway, Malheur County, for the sum of $19,530 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5167.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: Pacific Builder & Engineer, Inc.
Mr. Lowell Richards, c/o Daily Journal of Commerce
Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

NOTED
J. Mc C.

IC SERVICE
eck the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 21, 1958
2:25 p.m.

C. E. Lessberg
201 Reece Avenue
Nyssa, Oregon

Contract for Olds Ferry-Ontario Rock Production Project on Olds Ferry-Ontario Highway, Malheur County, for which you submitted low bid on March 27, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
Accounting (5003-900)
C. W. Head
Files

S-227(7) Newberg-Gearin Corner 1958
Sec. of Hillsboro-
#5168 Silverton Hwy. (Grad. & Pav.)

RCC
3891
(8A)
1947

RECEIVED
1959

NOT
W. C. WILLIAMS

W.C. Williams A

December 7, 1959

FINAL COST ANALYSIS

Newberg-Gearin Corner
Contract No. 5168
S227(7)

Grading and Paving
Contractor: Morse Brothers
Resident Engineer: Ross M. Harris

Hillsboro-Silverton Hwy.
Prefix 136-1044
Project #S-227(7)

5168

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	100%	All	7,000.00		1,750.32	7,000.00
Drainage Excavation	1,055.44	Cu. Yd.	3.00	2.12	2,242.49	3,166.32
General Excavation	34,492.3	Cu. Yd.	0.44	0.38	13,128.61	15,176.61
Short Overhaul	93,882.5	Yd. Sta.	0.02	0.016	1,501.59	1,877.65
Long Overhaul	870.7	C-Yd. Sta.	0.40	0.34	292.39	348.28
Finish Roadbed & Slopes	2.15	Mile	600.00	517.86	1,113.40	1,290.00
12" Concrete Pipe	1,596	Lin. Ft.	2.00	1.62	2,592.00	3,192.00
18" Concrete Pipe	775	Lin. Ft.	3.00	2.53	1,957.63	2,325.00
24" Concrete Pipe	152	Lin. Ft.	4.50	3.68	559.80	684.00
10" Sewer Pipe	108	Lin. Ft.	2.25	1.19	128.54	243.00
15" Sewer Pipe	68	Lin. Ft.	2.75	1.97	133.74	187.00
18" Sewer Pipe	176	Lin. Ft.	3.00	2.25	395.21	528.00
Ext. for Pipe under Pavement	67	Lin. Ft.	4.50	3.15	211.37	301.50
1-1/2" Electrical Conduit	370	Lin. Ft.	1.00	0.87	320.57	370.00
Concrete Catch Basins	4	Each	60.00	47.95	191.80	240.00
Adjustment of Manholes	1	Each	35.00	25.03	25.03	35.00
Concrete Manholes	1	Each	90.00	159.50	159.50	90.00
Concrete Curbs	12.3	Cu. Yd.	40.00	34.57	425.16	492.00
Metal Guard Rail	5,881.4	Lin. Ft.	2.17	2.17	12,762.64	12,762.64
Metal Sight Posts	124	Each	2.35	2.35	291.40	291.40
Coarse Cr. Mat'l in Base	64,429.55	Ton	1.24	1.50	96,475.24	79,892.64
3/4"-0 Cr. Mat'l in Base	10,455.14	Ton	1.34	1.57	16,435.04	14,009.89
Sprinkling	1,176	M-Gal.	2.50	2.00	2,355.45	2,940.00

FINAL COST ANALYSIS - Contract No. 5168 Cont'd
Newberg-Gearin Corner, Hillsboro-Silverton Hwy.

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	3.23	Mile	150.00	118.11	381.50	484.50
3/4"-0 Mat'l in Binder Course	543.22	Ton	2.30	2.09	1,133.95	1,249.41
RC-3 Asphalt	77.27	Ton	45.00	37.73	2,915.35	3,477.15
Asphaltic Concrete Mixture	8,790.73	Ton	4.00	4.27	37,526.63	35,162.92
85-100 Asphalt in Mixture	564.76	Ton	30.50	28.92	16,334.80	17,225.18
Ext. for Asph. Conc. Approaches	61	Each	25.00	19.09	1,164.58	1,525.00
Asph. Concrete Traffic Markers	641.9	Lin. Ft.	1.00	0.78	502.22	641.90
PA#1 6" Concrete Sewer Pipe	696	Lin. Ft.	1.50	1.36	948.80	1,044.00
PA#2 Pit Run Rock	6,119.04	Ton	0.95	0.85	5,215.76	5,813.09
PA#3 Special Backfill	143.25	Cu. Yd.	5.50	4.54	650.15	787.88
Force Account					239.31	239.31
Rock sold to Yamhill Co. & to private parties			Cost included in rock items			5,549.17
					$222,461.97	$220,642.44

Gross Revenue	$ 220,642.44
Total Cost	$ 222,461.97
Net Loss	$ 1,819.53

Net Loss equals .008% of Gross Revenue

DETAIL OF COST - Contract No. 5168

Labor:				
Labor			$ 63,859.81	
Labor Insurance			4,438.26	$ 68,298.07
Materials:				
12" Conc. Culvert Pipe	1,596 Lin. Ft.	@ $0.95	1,516.20	
18" Conc. Culvert Pipe	775 Lin. Ft.	@ $1.95	1,550.25	
24" Conc. Culvert Pipe	152 Lin. Ft.	@ $2.95	448.40	
10" Conc. Sewer Pipe	108 Lin. Ft.	@ $0.60	64.80	
15" Conc. Sewer Pipe	68 Lin. Ft.	@ $1.17	79.56	
18" Conc. Sewer Pipe	176 Lin. Ft.	@ $1.50	264.00	
1-1/2" Elec. Conduit	370 Lin. Ft.	@ $0.425	157.25	
6" Conc. Sewer Pipe	696 Lin. Ft.	@ $0.60	417.60	
Redi-mix Concrete			345.23	
Catch Basin Grates & Frame			51.50	
Manhole Ring and Cover			34.00	
RC-3 Asphalt	77.27 Ton	@ $28.50	2,202.20	
85-100 Asphalt	564.76 Ton	@ $25.00	14,119.00	
Freight on Asphalt	642.03 Ton	@ $1.80	1,155.65	
Royalty on Rock			6,332.23	28,737.87
Equipment Rentals and Miscellaneous Supplies:				
Equipment Rental, Owned			79,484.95	
Equipment Rental, Hired			6,261.53	
Gas, Oil, and Grease			11,247.49	
Heating Oil and Freight			2,284.12	
Bond			1,285.75	
P.U.C.			270.45	
P.L. and P.D. Insurance			798.25	
Small Tools and Misc. Supplies			875.95	
Move in, Freight, and Cartage			542.89	
Amt. paid J. C. Denton & Sons for Guard Rail and Sight Posts			13,054.04	
Electric Power			4,266.97	
Home Office and General Overhead			5,053.64	125,426.03
			TOTAL COST	$ 222,461.97

Remarks - Contract No. 5168

This is a "Federal Aid Secondary Project" calling for the grading and paving of 3.27 miles of highway roadbed on the Newberg-Gearin Corner Section of the Hillsboro-Silverton Highway in Yamhill and Marion Counties.

The contract was bid March 27, 1958, awarded March 28, 1958. Work started April 14, 1958 and the project was completed July 14, 1959.

The contractor moved in one D-6 cat and dozer and a crew of four men on April 14th and started the clearing which consisted of brush and a few medium sized trees. He also started installing the culvert pipe. A profit was realized on these items.

The excavation was done with hired equipment consisting of two #260 A.C. scraper units, one HD-20 push cat, and the contractor's two cat #12 graders. Good progress was made on the excavation which consisted of all common material.

The contractor started moving in and setting up his portable 6-crusher crushing plant at the Renne quarry. This is a privately owned quarry and the material was purchased on a royalty basis. A 3/4-cubic yard shovel was used to dig and load the rock from the quarry but this proved to be too small. Then a 2-1/2-cubic yard shovel was moved in to replace the smaller one. The crushing operation started September 18th averaging approximately 200 cubic yard per hour until November 5th, when the rainy weather hampered production. The contractor installed a washing system to get the dirt from the rock which slowed the production and increased the cost. The rock was hauled to the road with three to five trains, two 10-cubuc yard trucks and processed on the road with two blades, two rollers, and one water wagon. The contractor suffered a loss on the crushed rock.

The guard rail and sight posts were installed by J.C. Denton & Sons at bid prices. Good progress was made on these items.

The contractor purchased a new standard paving plant 5000 lb. batch capacity which was set up at the stockpile site after the rock crusher was removed. The paving plant operated 109 hours and produced 8,790 tons for an average of 80.5 tons per hour which was low production for this size plant. The Class "B" asphaltic concrete was hauled with owned and hired trucks, one Barber-Greene paver placed the material, with two rollers compacting. A small loss was suffered on the Class "B" asphaltic mixture.

The contractor had good bid prices, good equipment and personal supervision, but not getting good production on the crushed rock suffered a small loss.

M.N. Juve
Chief Cost Analyst

By

George Kayser

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OFFICE OF
STATE HIGHWAY ENGINEER

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W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 19, 1959

SUBJECT: Comparison of Vehicular Traffic
Newberg-Gearin Corner Section
Hillsboro-Silverton Highway

To: W. C. Williams
Forrest Cooper
G. S. Paxson
P. M. Stephenson
Tom Edwards
J. D. Walker

I attach hereto a sketch showing the "before" and "after" traffic on the above subject highway which we thought would be of interest to you.

J. Al. Head
Assistant Traffic Engineer

Attachment

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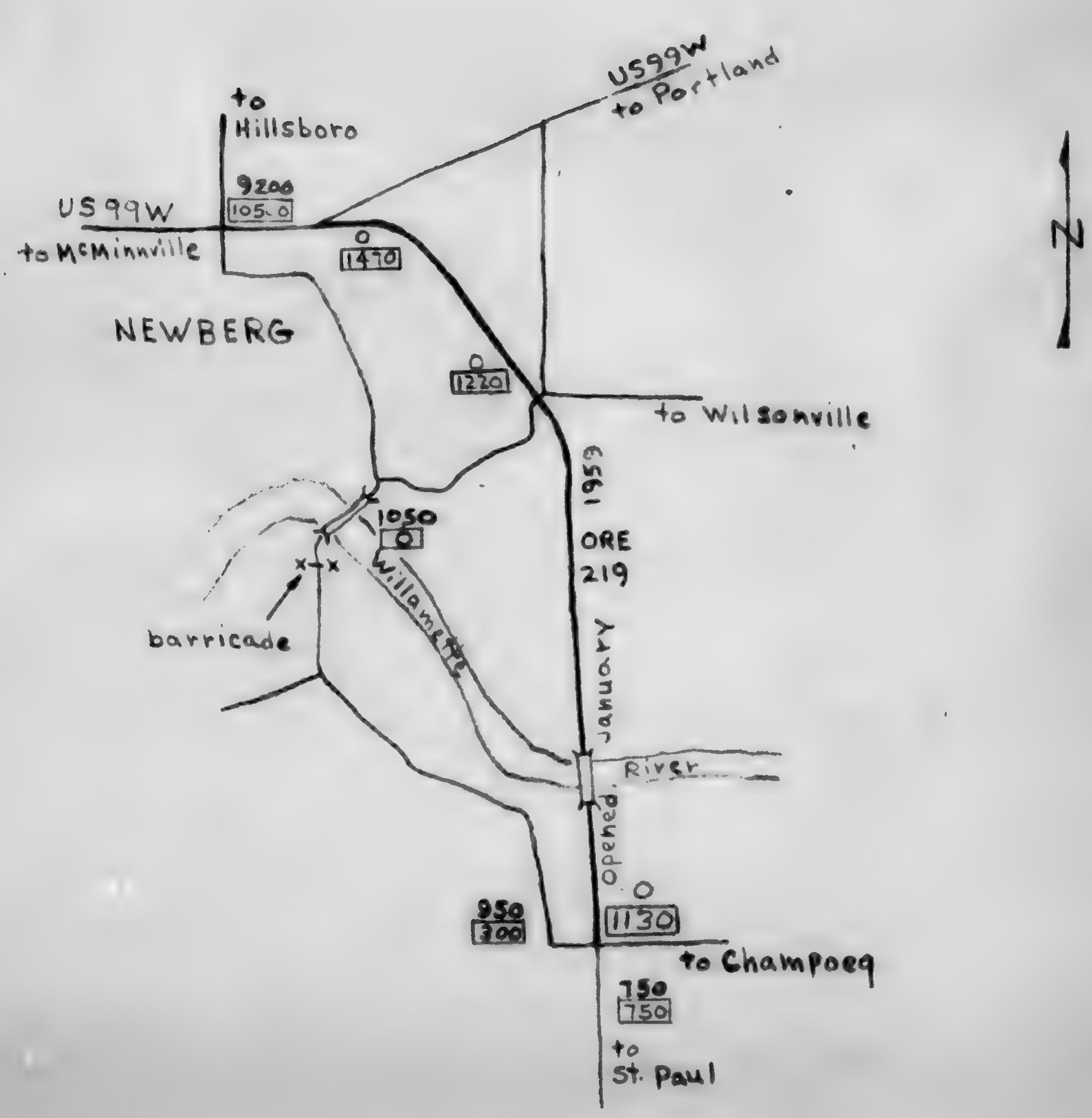
OCT 19 1959
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

COMPARISON OF VEHICULAR TRAFFIC, NEWBERG - GEARIN CORNER SECTION, BEFORE AND AFTER RELOCATION OF HILLSBORO - SILVERTON HIGHWAY ORE 219

Vehicular traffic volumes not enclosed are 1958 ADT before relocation of Hillsboro-Silverton Highway Ore 219.
Vehicular traffic volumes enclosed ▭ are 1959 ADT after relocation of Hillsboro-Silverton Highway Ore 219.

October 1959



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OREGON STATE HIGHWAY DEPARTMENT
(date)

October 16, 1959

[illegible] (CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5168 (VOUCHER NO.)	15 Final (WARRANT NO.)	Morse Brothers (AMOUNT) (DATE)
25060	67008	$6,144.49 10-12-59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **120 workdays from May 7, 1958**

Time Extensions: **None of record**

Completion Date: **July 14, 1959**

Date Accepted: **August 13, 1959**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **October 19, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: OCT 19 1959

NOTED ON CARD
dc

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SEP 30 1959
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[illegible]

5168

September 30, 1959

American Surety Company
David A. Lewis, Ass't. Mgr.,
725 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5168 for grading-paving the Newberg-Gearin Corner Section of the Hillsboro-Silverton Secondary Highway in Yamhill-Marion Counties was completed by the contractor, Morse Bros., on July 14, 1959, and was formally accepted by the Highway Commission on August 13, 1959.

Final payment in the amount of $6,441.49 will be released to the contractor on or after October 13, 1959. The total contract amount is $215,093.27, of which amount $239.31 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

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AUG 27 1959
FOR FILING

August 27, 1959

American Surety Company
David A. Lewis, Assistant Manager
725 Yeon Building
Portland 4, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Morse Brothers on Contract No. 5168, for grading and paving the Newberg-Gearin Section of Hillsboro-Silverton Highway, Yamhill and Marion Counties.

This payment, in the amount of $14,016.55, will be released to the contractor on or after September 8, 1959. The retained percentage is $6,453.15.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

NOTED ON CARD

jmc
8/27/59

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AUG 12 1959
FOR FILING

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7145

FORM E 30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 10th, 1959

SUBJECT: Jiggle Bar Removal
Newberg-Gearin Corner

To: J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

Please be advised that the jiggle bars at the intersection of the Hillsboro-Silverton and Pacific Highway West were removed on August 4, 1959 as requested by Mr. Cooper. Mr. Widdows is to have the line painted out by his crew, which should take care of the intersection.

Huntley has submitted a plan showing in red the jiggle bars removed.

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Forrest Cooper
B. P. Huntley

NOTED
FORREST COOPER

RECEIVED
AUG 11 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

S 227(7)

5168

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1959

SUBJECT: Newberg-Gearin Corner
Hillsboro-Silverton Highway

To: Mr. J. D. Walker
Division Engineer
Office

At the completion of the paving on this project, the standard road roughness indicator tests were taken showing an average roughness per mile of about 98 inches. This places the surface on the borderline between fair and poor. Doubting these first reports, we had the roughness machine re-calibrated and the tests rerun. Approximately the same results were obtained on this second trial as were obtained on the first.

An indicated roughness of 98 inches shows that the necessary attention was lacking on the part of personnel responsible for obtaining a riding surface passable by Oregon State Highway Department standards. In this case, I know of no extenuating circumstance that could be considered as an excuse for not obtaining better results.

Please make an investigation and report to this office the results of your investigation along with recommendations for any disciplinary action you consider appropriate to the end that this faux pas does not reoccur.

Tom Edwards
Construction Engineer

By

F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper
G. L. Decker

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AUG 3 - 1959
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 30, 1959

SUBJECT:

To:

Mr. A. G. Skelton
Division Engineer
Oregon State Highway Department
Box 4699, Sellwood Station
Portland 2, Oregon

I hand you herewith Sheet #3 of the Newberg - Gearin Corner Section and you will note I have marked a red arrow pointing to the jiggle bars at the intersection of the Hillsboro-Silverton and Pacific Highway West. These are the bars which Mr. Cooper and I observed on a recent trip and which should be removed. I am sending this through you, as I imagine this is to be a small chore for your section crew to eliminate.

This is in accordance with our telephone conversation of this date.

JDWalker
J. D. Walker
Division Engineer

JDW:AM
cc Mr. Forrest Cooper

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JUL 31 1959
OFFICE OF
STATE HIGHWAY ENGINEER

July 15, 1959

Road Roughness
Hillsboro-Silverton Highway

Mr. Tom Edwards
Construction Engineer
OFFICE

It would appear that the Newberg-Gearin Corner and the Hillsboro-Campbell Bridge jobs are a little bit jiggly. What happened?

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section Newberg-Gearin Corner Highway Hillsboro-Silverton

County Yamhill MP ______ to MP ________ Contractor Morse Bros.

Resident Engineer Ross Harris Inspector ____________

Date Completed June, 1959 Date Reported July 14, 1959

Type and Thickness of Wearing Surface 3½" B A. C.____Oil Mat__________Seal.

N, S, [✓ E,] W from MP or Sta. ________ Jct. 99W

Mile	Wheel Count	Roughness		Test Run On		
		Total	Per Mile	Top	Base	Seal
1	750	95	95	x		
2	1500	181	96	x		
3	2250	279	98	x		
3.5 ~~4~~	3000	329 50 =	100	x		
5	3750					
6	4500					

Average Roughness Per Mile 97"

N, S, E, [✓ W] from MP or Sta. ________ Gearin Corner

Mile	Wheel Count	Roughness		Test Run On		
		Total	Per Mile	Top	Base	Seal
1	750	100	100			
2	1500	199	99			
3	2250	299	100			
3.5 ~~4~~	3000	348 49=	98			
5	3750					
6	4500					

Average Roughness Per Mile 99"

Remarks: ________________________________

To 75	-	Good
75-100	-	Fair
Over 100	-	Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

NOTED
FORREST COOPER

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JUL 15 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-1—(Rev.)—10M—2-59

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OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 17, 1959

Section Newberg - Gearin Corner

Kind of work Grading & Surfacing

Highway Hillsboro-Silverton County Yamhill & Marion

Section prefix 136-1044

Contractor Morse Bros.

Contract number 5168

Date of contract April 28, 1958

Specified work days 120

Date work started April 14, 1958

Work days used 116

Project authorization $240,020.44

Exclusive of engineering $222,952.32

Per cent of time elapsed 97 %

Estimated cost of completed project, exclusive of engineering $217,990.51

Estimated per cent overrun or underrun - 2 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $17,068.22

Engineering cost to date $18,000, 105 %

Date project was completed July 14, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	-	100	100	-

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The job was opened to traffic July 2 at 1:30 P.M. at which time all that remained to bring the job to completion was general clean-up and installation of guide posts.

As of Tuesday eve., July 14, all items were brought to completion.

NOTED
JOHN H. [illegible]

Noted
M. N. Juve

NOTED
FORREST COOPER

NOTED
C. E. [illegible]

CONSTRUCTION DIVISION
RECEIVED
JUL 20 1959
NOTED-- CE ACE ACE COE

Signed Ross M. Harris Ross M. Harris

Address Box 411, McMinnville

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.15	3.27			3.27
Miles partially completed					
Miles completed	2.15	3.27			3.27
Total estimated quantities (contract)	33,500	72,600			9,440
Total quantities corrected to date	33,570	74,900			8,790
Estimated quantities moved or placed to date	33,570	74,900			8,790
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	2				

Men	1
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	cloudy		
Tuesday	clear		
Wednesday	clear		
Thursday	clear		
Friday	clear		
Saturday			

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JUL 17 1959
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S-227(7)

5168

July 17, 1959

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed July 14, 1959, on Contract No. 5168, Newberg-Gearin Corner Section, Yamhill and Marion Counties, in connection with Federal Aid Project No. S-227(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:mfh

cc: Clarence G. Swenson

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MAY 21 1959

FOR FILING

S 22777

5168

481

May 21, 1959

Mr. E. R. Wallace, Senior Warden
St. Michael's Episcopal Church
Newberg, Oregon

Re: File No. 27748
Diocese of Oregon
Newberg-Gearin Corner Section
Hillsboro-Silverton Highway
Yamhill County

Dear Mr. Wallace:

Your letter of May 13, regarding access to your church property near Newberg, has been received.

On April 15, 1958, 0.03 acre of this property was acquired by warranty deed. As a part of the consideration, there was also conveyed to the State of Oregon, by and through its Highway Commission, all existing, future, or potential common law or statutory abutter's easements of access between the relocated Hillsboro-Silverton Highway and all of your remaining property. This deed is recorded in Volume 187, page 255, of the Yamhill County Deed Records. It will, therefore, be impossible to grant direct access from your remaining property to the state highway.

If you have any further questions on the matter, please feel free to contact me at any time.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

cc Mr. W. C. Williams

DHM:zg er

FORM 230—50M—4-54—74306

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1959

SUBJECT: Assignment No. 481
File No. 27748
Newberg-Gearin Corner Section
Hillsboro-Silverton Highway
Yamhill County

To: Mr. P. M. Stephenson
Assistant State Highway Engineer

Office

Attached is your Assignment No. 481, together with a rough draft of a reply to Mr. Wallace.

D H Moehring
D. H. MOEHRING
Assistant Right of Way Engineer

DHM:zg

Attachments

RECEIVED
MAY 20 1959
OFFICE OF
STATE HIGHWAY ENGINEER

May 13, 1959

27748

State Highway Commission
Salem
Ore.

Gentlemen:

I am writing on behalf of St. Michaels Episcopal Church in Newberg, Ore.

Our property fronts on the new highway leading to the new bridge across the Willamette River. We are panning a parking area adjacent to the highway and there appears to have been no access provided to get from the highway ontoour property. We would appreciate such access and if it is necessary to apply in writing for it, please consider this letter our request for same.

Thanking you for your cooperation, I remain,

Cordially yours,
E. R. Wallace
Senior Warden St. Michaels
Episcopal Church, Newberg Ore.

MAY 15 1959

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MAY 20 1959
FOR FILING

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5168

May 20, 1959

Mr. George H. Layman
Attorney at Law
115 N. Washington St.
Newberg, Oregon

Dear Sir:

We have your letter of May 15 requesting the name of the contractor handling the improvement on the Hillsboro-Silverton Highway south of the Willamette River Bridge. We have contacted our Construction Division and from the description in your letter this appears to be our Contract No. 5168 with Morse Bros., P. O. Box 266, Lebanon, for grading and paving the Newberg-Gearin Corner Section of the Hillsboro-Silverton Highway in Yamhill & Marion Counties.

Our Office Engineering and Accounting Divisions process contract estimates prior to payment.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

TELEPHONE JE 8-4713

GEORGE H. LAYMAN
ATTORNEY AT LAW
115 N. WASHINGTON ST.
NEWBERG, OREGON

May 15, 1959

State Highway Commission
Salem,
Oregon

#5168

Gentlemen:

I shall appreciate it if you will give me the name of the contractor handling the improvement on the Hillsboro - Silverton Highway south of the Willamette River bridge; and also whether you know the office through which the payroll for that contractor is handled.

Yours very truly,

GEORGE H. LAYMAN

GHL:cn

RECEIVED
MAY 15 1959
FOR FILING
S-227(7)

5168

May 15, 1959

Mr. E. R. Wallace, Senior Warden
St. Michaels Episcopal Church
Newberg, Oregon

Dear Mr. Wallace:

We have your letter of May 13, received this morning, requesting that access be granted to your church.

In order to do this it will be necessary that the matter be investigated and for that purpose your letter is being referred to the State Highway Engineer for such investigation and action as may be required.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

cc: W. C. Williams

[illegible]

[illegible]

[illegible]

I am [illegible] on behalf of St. Michaels Episcopal Church, Newberg, Ore.

Our property fronts on the new highway leading to the new bridge across the Willamette river. We now have a parking area adjacent to the property and there appears to have been no access [illegible] to and from the highway onto our property. We would appreciate such access and if it is necessary to [illegible] for it, please consider this [illegible] request for same.

Thanking you for your cooperation, I remain,

Cordially yours,
E. R. Wallace
Senior Warden St. Michaels
Episcopal Church, Newberg Ore.

ECEIVED
DEC 1 1958
FOR FILING

227 (7)

5168

Salem, Oregon
October 30, 1958

RW-19041

Agenda Item 1B-13b

File No. 26320 - Brandt
Newberg-Gearin Corner Section
Hillsboro-Silverton Highway
Yamhill County

Mr. R. L. Porter
Right of Way Engineer
Office

Attention: Walter T. Wright
Ass't. Right of Way Engineer

Attached for further handling are two fully executed copies of an Indenture of Access to the George A. Brandt property on the Newberg-Gearin Corner Section of the Hillsboro-Silverton Highway in Yamhill County.

A conformed copy of the above Indenture has been retained in this office.

Secretary

rn
Attach: 2

RE 2nd
1412 FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 20, 1958

AGENDA
OCT 23 1958
[illegible] 13 b
IB 13 b

SUBJECT: AGENDA ITEM FOR OCTOBER 23-24 MEETING
File No. 26320 - Brandt
Newberg-Gearin Corner Section
Hillsboro-Silverton Highway
Yamhill County

To: Mr. H. B. Glaisyer
Secretary
Office

Attached hereto is an Indenture of Access form to be placed on the next Agenda.

The form is submitted in triplicate--two copies to be executed by the Commission, if approved, and returned to this office for further handling.

The copies to be executed bear the approval of the Deputy State Highway Engineer and the Chief Counsel.

Walter T. Wright
WALTER T. WRIGHT
Assistant Right of Way Engineer

WTW:zg

Attachments

Ⓐ
2 COPIES TO BE SIGNED

RE.

A

RECEIVED
OCT 21 1958

When replying,
refer to 08-35.4

S-227(7)

5188

October 1, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon project S-227(7) Newberg-Gearin Corner section of Hillsboro-Silverton Highway. Order for State Force work dated September 17, 1958. Seeding and Mulching.

Dear Sir:

Reference is made to your letter of September 29, 1958 concerning subject order.

We are approving the use of State Force as being in the public interest in this case for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

Original to Project

NOTED
[illegible]

RECEIVED
SEP 30 1958
FOR FILING

5168

September 29, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 234, 238 covering seeding and mulching on the Newberg-Gearin Corner Section of the Hillsboro-Silverton Highway in Yamhill and Marion Counties, Contract No. 5168, in connection with Federal Aid Project No. S-227(7).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews. The amount is too small to be done by separate contract.

Your approval of this order at agreed unit prices by State forces is requested.

The total estimated amount of the order is $1,500, with Federal participation of $930.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

[illegible] 3168

RECEIVED JUL 21 FOR FILING

Monthly Transaction No. 7-87	Fo. -2 (9-12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
		County Marion Yamhill
Project Report No. 4 S-227(7)	**FEDERAL-AID PROJECT AGREEMENT**	Project No. S-227(7)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Newberg-Gearin Corner - from FA 9 (Newberg) South 3.4 miles on State Highway 140.**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	2-11-58	
Rights-of-Way		
Construction	2-11-58	3.59
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 237,267.00	Federal funds $ 146,700.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
Division Engineer

Date executed by Division Engineer July 23, 1958

USComm-DC 40257

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Newberg-Gearin Corner Section, Project No. S-227(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RWC:mms

FORM E-123-X 25M 9-56

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Newberg-Gearin Corner Section, Project No. S-227(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

July 8, 1958

Mr. C. G. Polk
Division Engineer
B ureau of Public Roads
State Highway Department
Salem, Oregon

Dear Sir:

We are forwarding four (4) copies of estimate as a basis for project agreement for the Newberg - Gearin Corner Section, Project No. S-227(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

BHC:mms

Oregon State Highway Department

Federal Aid Secondary
Project No. S-227 (7)

NEWBERG - CHAPIN CORNER SECTION OF THE HILLSBORO-SILVERTON HIGHWAY IN MARION AND YAMHILL COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

Type Code P. E.

Preliminary Engineering	All Required		$ 5,000.00

Type Code 6301
Roadway (Sta. 1+10 to Sta. 181+00) (Contract No. 5168)

Clearing and Grubbing	All Required		$ 7,000.00
Drainage Excavation, Unclassified	330 cu.yds.	$ 3.00	990.00
Special Borrow Excavation, Unclassified	2,300 cu.yds.	$ .80	1,840.00
General Excavation, Unclassified	31,200 cu.yds	.44	13,728.00
Short Overhaul	94,000 yd.sta.	.02	1,880.00
Long Overhaul	1,040 C-yd.sta.	.40	416.00
Finishing Roadbed and Slopes	2.15 miles	600.00	1,290.00
12-inch Concrete Pipe	680 Lin.Ft.	2.00	1,360.00
18-inch Concrete Pipe	670 Lin.Ft.	3.00	2,010.00
24-inch Concrete Pipe	170 Lin.Ft.	4.50	765.00
10-inch Sewer Pipe	100 Lin.Ft.	2.25	225.00
15-inch Sewer Pipe	80 Lin.Ft.	2.75	220.00
18-inch Sewer Pipe	180 Lin.Ft	3.00	540.00
Extra For Pipe Under Pavement	130 Lin.Ft.	4.50	585.00
1½-inch Electrical Conduit	200 Lin.Ft	1.00	200.00
Concrete Catch Basins	5 Only	60.00	300.00
Adjustment of Manholes	1 Only	35.00	35.00
Concrete Manholes	1 Only	90.00	90.00
Concrete Curbs	14 cu.yds	40.00	560.00
Metal Guard Rail	7,200 lin.ft.	2.17	15,624.00
Metal Sight Posts	100 Only	2.35	235.00
Coarse Crushed Material in Base	59,800 tons	1.24	74,152.00
3/4"-0 Material in Base	12,800 tons	1.34	17,152.00
Sprinkling	2,000 M-Gal	2.50	5,000.00
Preparation of Base	3.23 Miles	150.00	484.50
3/4"-0 Material in Binder Course	600 tons	2.30	1,380.00
RC-3 Asphalt	70 tons	45.00	3,150.00
Asphaltic Concrete Mixture	9,440 tons	4.00	37.760.00
85-100 Asphalt in Mixture	560 tons	30.50	17,080.00
Extra For Asphaltic Concrete Approaches	22 Only	25.00	550.00
Asphaltic Concrete Traffic Markers	550 Lin.Ft.	1.00	550.00
			$ 207,151.50

		$	207,151.50
Flagging (57½% of Contractors Cost)	All Required		2,500.00
Seeding and Mulching	All Required		1,500.00
	Subtotal		211,151.50
	10% Engr. & Cont.		21,115.15
	TOTAL	$	232,266.65

Length of Roadway	3.231 mile	
Length of 2 Structures	0.287 mile	(Exceptions)
Length of 2 Structures	0.071 mile	
Total Length	3.589 miles	
Cost of Roadway Per Mile	$71,886.92	

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 5,000.00	$ 3,000.00	$ 2,000.00
Roadway	232,266.65	143,700.00	88,566.65
	$ 237,266.65	$ 146,700.00	$ 90,566.65

State Funds for Const: Chap 175, Laws 1917; Chap 31, Laws 1920
Chap 529, Laws 1939

State Funds for Maint: Chap 529, Laws 1939

FORM 2-122X 50M 1-50

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JUN 3 1958
FOR FILING

S-227(7)
5163

A

W. C. WILLIAMS

June 2, 1958

Mr. C. G. Polk
Bureau of Public Roads
State Highway Dept. Bldg.
Salem, Oregon

Re: Right of Way Progress Voucher
Newberg-Gearin Corner Section
Oregon Project S-2274
File No. 26161 - Burnett

Dear Mr. Polk:

Reference is made to your letter of May 27 concerning settlement covered by the above file.

You are correct that no appraisal was made on this property prior to negotiation. This fact is clearly set out in a statement under date of March 24, 1958, that is contained in the file.

This settlement involved a second taking which was made necessary because of a change in design. The settlement was the result of a sincere effort to obtain the property at a reasonable cost.

If your organization feels that it cannot go along with the settlement, I suggest that it be deleted from the Progress Voucher.

Very truly yours,

R. L. PORTER
Right of Way Engineer

RLP:IH
(in duplicate)
cc: W. C. Williams

RECEIVED
OFFICE OF
ENGINEER

RECEIVED
JUN 2 1958
FOR FILING
[illegible]
[illegible]

Salem, Oregon
May 29, 1958

Newberg-Gearins Corner Section
Hillsboro-Silverton Highway

Memorandum to File

Herbert Swift, City Engineer of Newberg, asked about access restrictions on the Newberg-Gearins Corner Section of the Hillsboro-Silverton Highway, particularly with reference to the section within the city limits of Newberg.

After conference with Mr. Wright I advised Mr. Swift that there were no access restrictions within the city limits other than under police power to prevent dangerous traffic situations and that this particularly applied to the junction of the road with US99W.

I also advised him that outside the city we were allowing one access to each piece of property and would allow farm road crossings where properties were severed.

G. S. Paxson

GSP:gm

cc Mr. W. C. Williams
Mr. P. M. Stephenson
Mr. R. L. Porter

FORM E-120

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAY 12 1958
FOR FILING
8-227 (7)
5168

May 12, 1958

Morse Bros.
P. O. Box 266
Lebanon, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5168, awarded Apr. 28, 1958, for grading and paving on the Newberg-Gearin Corner Section of the Hillsboro-Silverton Highway in Yamhill and Marion Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
APR 30 1958
FOR FILING

April 28, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 14, 1958, on Contract No. 5168, Newberg-Gearin Corner Section in Yamhill and Marion Counties, in connection with Federal Aid Project No. S-227(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

RECEIVED
MAY 5 1958
FOR FILING

April 28, 1958

Morse Brothers
East Grant Street
Lebanon, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958, accepted your proposal for grading and paving on the Newberg-Gearin Corner Section of the Hillsboro-Silverton Highway in Yamhill and Marion Counties for the sum of $207,151.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5168.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 28, 1958

Morse Brothers
East Grant Street
Lebanon, Oregon

Gentlemen:

Contract for the Newberg-Gearin Corner Section of the Hillsboro- Silverton Highway in Yamhill and Marion Counties, for which you submitted low bid on March 27, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

LLC
CC: Accounting (5003-900)
Files
C. W. Head

FORM E-123X 50M 1-56

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

8 227(7)

5168

March 26, 1958

Portland Gas & Coke Company
Public Service Building
Portland 4, Oregon

Re: Portland Gas & Coke Company
Gas Line Adjustment
Newberg-Gearin Corner Section
Hillsboro-Silverton Highway
Yamhill and Marion Counties

Gentlemen:

Bids on the above titled project will be received on March 27, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the lowering of a gas line near Highway Engineer's Station 3+00 to permit the installation of a storm sewer.

Your existing line is located on State highway right of way under the terms of Permit No. 1795, dated May 8, 1944, so that it will be your obligation to make the necessary adjustment without reimbursement. It is requested that you proceed with the work as promptly as possible.

Further details may be secured from Mr. Ross M. Harris, Box 411, McMinnville, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. N. Young
Mr. J. D. Walker
Mr. Ross M. Harris
Mr. F. W. Farrar

RECEIVED
1958
OFFICE OF
ENGINEER

R

FORM E-123X 50M 1-56

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

K-227(7)

5168

March 26, 1958

Portland General Electric Company
Electric Building
Portland 5, Oregon

Re: Portland General Electric Company
Power Line Adjustments
Newberg-Gearin Corner Section
Hillsboro-Silverton Highway
Yamhill and Marion Counties

Gentlemen:

Bids on the above titled project will be received on March 27, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

The work involves the adjustment of a line crossing the highway near Highway Engineer's Station 12+50; for a county road intersection near Station 33+00; for a county road intersection near Station 70+00; and the relocation of a line along the easterly side of the road between Stations 87+00 and 101+00. All of these existing facilities are located on public road right of way, so that it will be your obligation to make the necessary adjustments without reimbursement. It is requested that you proceed with the work as promptly as possible.

Further details may be secured from Mr. Ross M. Harris, Box 411, McMinnville, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. J. D. Walker
Mr. Ross M. Harris
Mr. F. W. Farrar

RECEIVED
MAR 26 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-129X 80M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

S-227(7)

5168

March 26, 1958

West Coast Telephone Company
315 Cedar Street
Beaverton, Oregon

Re: West Coast Telephone Company
Telephone Line Adjustment
Newberg-Gearin Corner Section
Hillsboro-Silverton Highway
Yamhill and Marion Counties

Gentlemen:

Bids on the above titled project will be received on March 27, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This work involves the adjustment of a crossing near Station 3+50; at a county road intersection near Station 33+00; at a county road intersection near Station 70+00; and the relocation of a line along the westerly side of the road between Stations 85+00 and 101+00. All of these facilities are on existing public road right of way, so that it will be your obligation to make the necessary adjustments without reimbursement. It is requested that you proceed with the work as promptly as possible.

Further details may be secured from Mr. Ross M. Harris, Box 411, McMinnville, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. J. D. Walker
Mr. Ross M. Harris
Mr. F. W. Farrar

RECEIVED
[illegible] 1958
OFFICE OF
STATE [illegible] ENGINEER

RECEIVED
MAR 25 1958
FOR FILING

[illegible]

5168

408
[illegible]

Salem, Oregon
March 19, 1958

MISC. CONTRACTS and
AGREEMENTS No. 1947

Construction Agreement
Newberg-Gerin Corner Section
Hillsboro-Silverton Highway
Yamhill County

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of a construction agreement with Yamhill County covering the Newberg-Gerin Corner Section of the Hillsboro-Silvert Highway in Yamhill County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Yamhill County.

Secretary

rm
Attach: 1

REFERRED TO
Jureny
BY SECRETARY
To file

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 11, 1958

SUBJECT: Construction Agreement
Newberg-Gerin Corner Section
Hillsboro-Silverton Highway #140
Yamhill County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of the subject named agreement. Two copies of the agreement have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved by the Commission on October 31, 1957.

This completes Assignment No. 408.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
G. S. Paxson
~~ASST.~~ STATE HIGHWAY ENGINEER
Date March 12, 1958

AUTHORIZED BY HIGHWAY COMMISSION
DATE 11-1-57 Minute Page 49
H B Glaisyer
Secretary

RECEIVED
MAR 11 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 26, 1958

SUBJECT: Cooperative Agreement
Newberg-Gerin Corner Section
Hillsboro-Silverton Hwy. No. 140
Yamhill County

To: G. S. Paxson
Ass't State Highway Engineer

OFFICE

Attached hereto, please find six copies of the above named cooperative agreement as per your request of January 30, 1958. As there was only one exhibit map sent, we have attached this to our file copy and understand County and City Relations Division will furnish the additional maps.

GLEN V. SORENSEN
Staff Attorney

GVS:mmb
Attachments

RECEIVED
MAR 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 21 1958
FOR FILING

f-13

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 10, 1958

SUBJECT: R-26333 - Hamel
Newberg-Gearin Corner Section
Hillsboro-Silverton Highway

To: Mr. H. B. Glaisyer
Secretary
Office

The attached resolution was previously approved by the Highway Commission as a non-agenda item at the January 17, 1958, Commission meeting.

William A. Mansfield
WILLIAM A. MANSFIELD
Staff Attorney

hg
Enclosure

NOTED
H. B. GLAISYER
gmc
JS

RECEIVED
FEB 20 1958
FOR FILING

February 19, 1958

Mr. Carl H. Francis
Attorney at Law
Dayton, Oregon

6761

Dear Mr. Francis:

Reference is made to your letter of February 7 in behalf of Dr. Chester A. Lupp and Mr. William F. Smith, who are vendees on a sales contract on property located on the Newberg-Gearin Corner Section of the Hillsboro-Silverton Highway. In your letter you set forth two conditions which you thought needed correction:

1. Siltation of your clients' irrigation lake located in the northeast quadrant at Gearin Corner. In connection with this, we find that there has been some silt deposited from our borrow area lying a couple hundred feet southerly and westerly from the lake; however, investigation did show that the major portion of the siltation has come from property located immediately southerly of our borrow area and belonging to Walter W. and Virginia Dreher. We find that they have cultivated across a swale, causing severe erosion in this swale and washing a considerable amount of dirt which was eventually deposited in the irrigation lake. We are taking steps to correct the erosion of material from State property and the depositing of it in the lake. We will seed and mulch the roadside and the borrow areas in the near future and this will correct the condition; however, if your clients will permit us to come upon their property, we will remove from the irrigation lake that portion of the siltation which we feel is attributable to highway construction. To do this, it will be necessary to use a dragline and we would like the permission of your clients to dispose of the material adjacent to the lake.

2. You comment upon inadequate drainage being provided through a fill that is about 200 yards northerly of this lake. We cannot find that we have impounded any water at this point, and I am asking that our Resident Engineer on this project contact your clients with a view to having them point out this condition. If we find that such does exist you may be sure that we will take care of it.

I wish to thank you for having brought this matter to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:jc hi

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. J. D. Walker

FORM E-30 50M 8-57—6583

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 17, 1958

SUBJECT: Assignment 46-Y, P-134, 6761-WCW
Filling of Pond by Erosion
Newberg-Gearin Corner Section
Hillsboro-Silverton Highway

To: Mr. Tom Edwards
Construction Engineer
Department

Attorney Carl H. Francis' February 7 letter indicated he represented Dr. Chester A. Bump and William F. Smith, Vendees on a sales contract of land at the south end of the subject section, where he states our operations have caused soil erosion to settle into a pond on the Vendees' property. Resident Engineer L. L. MacIntyre's report, sketch and pictures are attached.

MacIntyre's report indicates that none of the eroded materials came from our borrow area but that all of it came from a new, loosely compacted fill on private property just south of our borrow area. I have seen this on the ground and agree that a large part of these materials came from this area over which we have no control and for which we are not responsible.

However, it is impossible to say that none of these materials came from our borrow area. First, in taking 118,000 cubic yards to date, we have exposed a fairly large area. Second, the run-off from this area is concentrated through a highway cross-culvert which, according to D.M.S. Lacey, has silted closed several times during the winter. We have removed about 100 cubic yards of silt from our short section of parallel ditch, which carries water from this borrow area. The owner contacted the Woodburn section crew about this. They did dig a pit in our ditch, which was backfilled with rock to stop erosion in the ditch and to provide a settling area. This has not stopped the movement of the silt.

We recommend the owners be notified that we will remove the portion of materials which might have come from our area, provided they allow us to deposit this within dragline reach on their property. This will have to be done next summer. Next summer we will also seed the area which is retained for right of way.

MacIntyre also states he can see no evidence of our new fills impounding water. He feels we have ample culverts and drainage structures.

J. D. Walker
Division Engineer

By Gerald Wimer

G. W. Wimer
Assistant Division Engineer

GWW:AM
cc Mr. L. L. MacIntyre
Mr. F. T. Lacey

FORM E-30 SOM 6-57—6583

RECEIVED
FEB 17 1958
OFFICE OF
DIVISION ENGINEER
DIVISION

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 17, 1958

SUBJECT: NEWBERG - GEARIN CORNER PROJECT
Filling of pond by errosion

To:
Mr. J. D. Walker
Division Engineer
State Highway Bldg.
Salem, Oregon

REFERENCE: Letter to W. C. Willaims
by Carl H. Francis, Atty.
February 7th, 1958

Upon receipt of your verbal instruction, and a copy of the reference letter, I have reviewed the subject project, and especially the matters refered to in Mr. Francis's letter. On the morning of Feb. 14th, 1958, I had pictures taken to support my findings. Prints of the pictures are attached and numbered, and will be referred to in order throughout this report. A sketch is attached to indicate the positions or areas covered by the pictures relative to the limits of the Highway Department project.

Picture numbered one (1) clearly shows a "Wash" through a farm field immediately south of the site of the State Highway Department operation. The position of the "Wash" is in the same relative position of a deep gully formerly in the land, which was filled to the present level by the owner, and at the expense of the owner. The "Wash" shown in the print represents the amount of material moved from said fill by flowing water through a well defined watercourse, northerly and easterly to the pond referred to by Mr. Francis. This picture was taken from the present road or highway and facing West-southwest.

Picture number two (2) is taken from the same position, but facing west. This picture shows a portion of the same "Wash", and also in the upper right hand corner the southerly fence for the area used by the Highway Department can be seen. The "Wash" is south of said southerly fence.

Picture numbered three (3) is taken from the East side of the present Highway, and facing West. This picture shows eroded material that was carried under Highway in a culvert by water from the "Wash" shewn in picture number 1.

Picture numbered four (4) was taken from the Champoeg Highway, and facing South to show the watercourse referred to above. This picture shows deposits from the "Wash" referred to in picture number 1. You also may note that NO wash of material appears to be comming from the right of the picture, which was the position of the Highway Department operation.

FORM E-30 50M 9-57—6882

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Feb. 17th. 1958

SUBJECT:

To:

J.D.Walker - page 2

Filling of Pond at Gearin Cor.

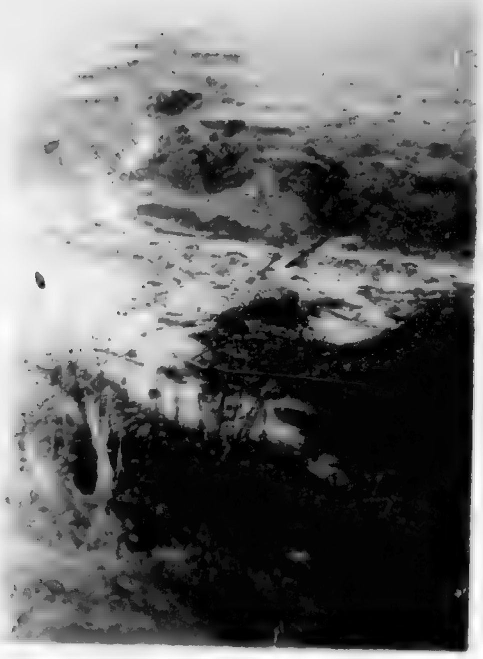
Pictures five (5) and six (6) are taken from the present Highway facing West, and overlooking the "Borrow Area" or Highway Departments scene of operation. You may note that this area has started a natural stand of grass, and shows no signs of wash. The depression shown in picture 5 is the result of machinery movement.

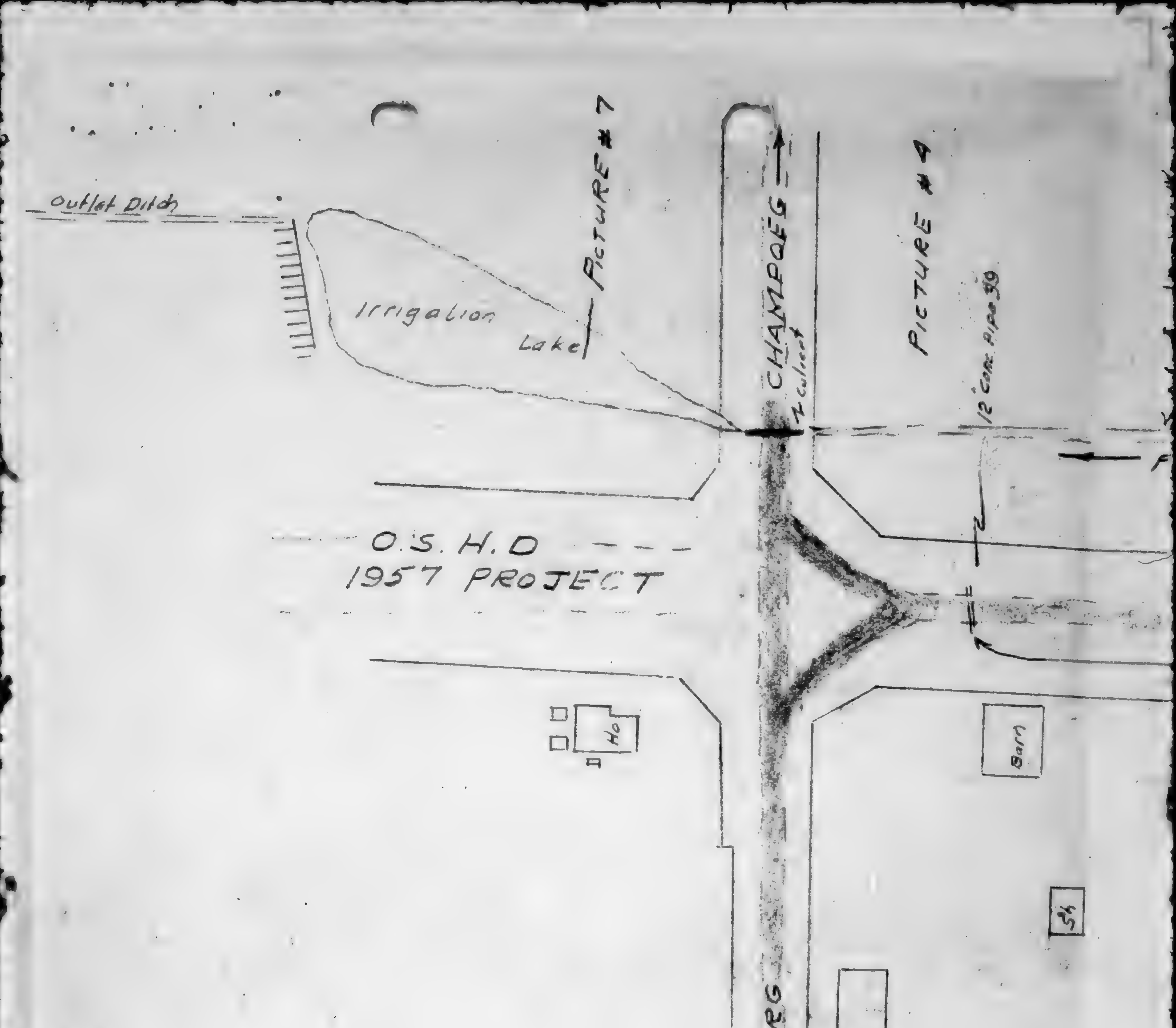
Picture numbered seven (7) shows material deposited in Pond, which material was carried from position shown in pictures 1 and 2 by flowing water, through a well defined watercourse. This picture was taken from the south east side of the pond, and facing north west.

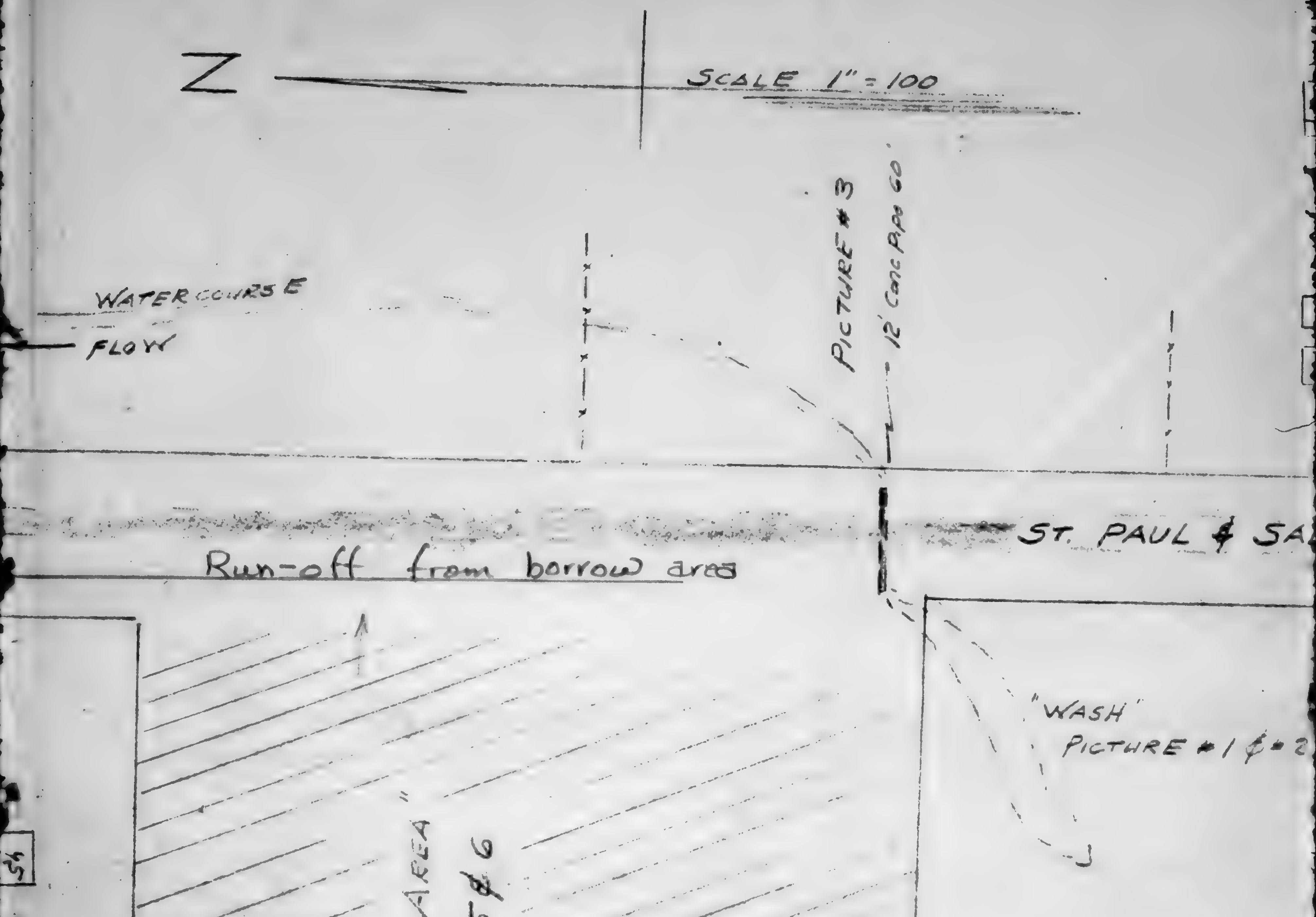
From these observations, and in viewing the evidence at the site in question, it appears that material was carried by water, flowing naturally in a well defined watercourse, from a position on privately owned land lying south of, and not affected by, property worked upon by the State Highway Department through a Contractor.

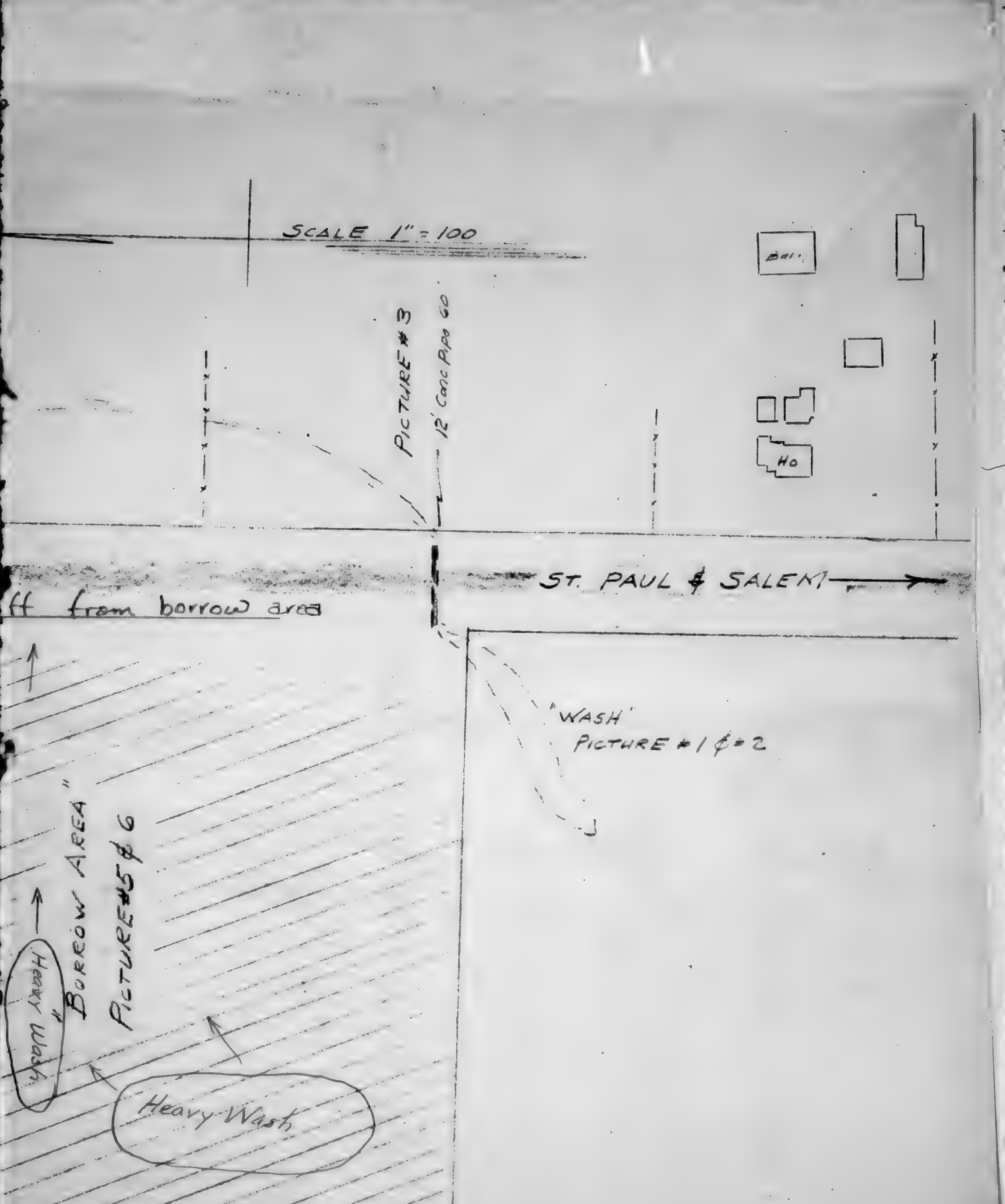
As to the second matter referred to in Mr. Francis's letter, I do not see any evidence of water being impounded by fills to the north, and there is no evidence that waterways do not have ample drainage structures or culverts.

L.L.MacIntyre
Resident Engineer




Outlet Ditch
Irrigation Lake
PICTURE # 7
CHAMPOEG
12 Culvert
PICTURE # 4
12 Corr. Pipe 39
O.S. H. D
1957 PROJECT
Ho
Barn
Sh
NEWBERG


Z
SCALE 1" = 100
PICTURE # 3
12' Conc Pipe 60
WATERCOURSE
FLOW
ST. PAUL & SA
Run-off from borrow area
"WASH"
PICTURE # 1 & # 2
"BORROW AREA"
PICTURE #5 & 6
Heavy Wash
Heavy Wash


SCALE 1" = 100
BARN
PICTURE #3
12' Conc Pipe 60
Ho
ST. PAUL & SALEM
ff from borrow area
"WASH"
PICTURE #1 & #2
"BORROW AREA"
PICTURE #5 & 6
Heavy Wash
Heavy Wash

CARL H. FRANCIS
ATTORNEY AT LAW
PHONE RED 70
DAYTON, OREGON

REFERRED TO
Edwards
Dy. State Highway Engineer
Please prepare reply

February 7, 1958

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

This office represents Dr. Chester A. Bump and Mr. William F. Smith, who are vendees on a sale contract as to properties in Section 33, Township 3 South, Range 2 West, Willamette Meridian, and Section 4, Township 4 South, Range 2 West, Willamette Meridian, Marion County, Oregon, being purchased from Walter J. Gearin and Alice Gearin, his wife.

Recent highway construction has substantially damaged this property and unless immediate steps are taken to rectify this continuing condition, it is feared that severe additional damage will be done.

At a point near the juncture of the new State highway construction and the Champoeg highway my clients have a pond and the operation of the highway commission on adjacent property Southwesterly of this point has caused considerable earth to come into this pond, thereby damaging and diminishing the value of the same. Approximately 200 yards Northerly of this point, the Commission recently constructed a fill but neglected to provide adequate drainage, preventing the natural flow of the water. This has caused an impounding of water with additional damage to the properties belonging to my clients.

It is, therefore, hoped that you will give this your immediate, customary good attention, and that further consideration of the same will be unnecessary by the undersigned. Thank you for your attention.

Very truly yours,

Carl

Carl H. Francis.

F:t

RECEIVED
FEB 10 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 31 1958
FOR FILING

Salem, Oregon
January 30, 1958

Cooperative Agreement
Newberg-Gerin Corner Section
Hillsboro-Silverton Highway No. 140
Yamhill County

Mr. Leonard I. Lindas
OFFICE

The Highway Commission plans to call for bids on the subject named project. This highway is not a throughway but, as the State plans call for closures of some county roads, it is thought that some type of formal agreement is desirable. The agreement should cover the following points:

RECITALS

THINGS TO BE DONE BY STATE

1. State shall prepare the plans, obtain all necessary right-of-way by purchase or otherwise, let and award all contracts, and supervise construction of the project.

2. State shall reconstruct sections of the following county roads connecting said county roads to the Hillsboro-Silverton Highway as shown colored in orange and green on the attached Exhibit "A."

a. Second Street in the vicinity of Highway Engineer's Survey Station 34.

b. Springbrook Road in the vicinity of Highway Engineer's Survey Station 69.

c. County Road No. 48 in the vicinity of Highway Engineer's Survey Station 85.

State shall maintain those portions of reconstructed county roads shown colored in green on the attached Exhibit "A."

THINGS TO BE DONE BY COUNTY

1. County, by execution of this agreement, approves the plans attached hereto marked Exhibit "A."

2. County, upon completion by State of the provisions as described and set forth in paragraph 2 under THINGS TO BE DONE BY STATE, shall continue maintenance of those reconstructed portions of county roads shown colored in orange at its sole expense.

3. County agrees to close Second Street and Springbrook Road at those points shown by red lines on the attached Exhibit "A."

4. County agrees to use by State for highway purposes of those portions of county roads shown colored in yellow on the attached Exhibit "A."

5. County shall designate as one-way northbound only that section of County Road No. 48 shown colored in brown on Exhibit "A."

Please prepare six copies of the agreement in addition to any required by the Legal Division. County and City Relations Division will furnish additional copies of the exhibit.

G. S. Paxson
Assistant State Highway Engineer

JDG:JFH:mm
Att.

cc: Tom Edwards
C. G. Swenson

RECEIVED
JAN 29 1958
FOR FILING

Salem, Oregon
January 27, 1958

Cooperative Agreement
Newberg-Gerin Corner Section
Hillsboro-Silverton Highway
City of Newberg

Mr. Leonard I. Lindas
OFFICE

Attached is a copy of a draft for your information and use in preparing the subject named agreement. Please prepare six copies of the agreement in addition to any required by the Legal Division. Copies of Exhibit "A" will be furnished by County and City Relations Division when available.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm

Att.

cc: C. G. Swenson

S-350(1) Silvies River Bridge 1958

#5169

195 1 ½ - 1959

FAS 451 County Harney Contract No. [illegible]

Section [illegible] River Bridge

Location Sec. 21 [illegible] } Bridge from South

[illegible]

Form A-150—5M—6-59

NOTED
Harold C. Ayers

INVOICE

Oregon State Highway Department

SALEM, OREGON

Contract [illegible]
L-3500

Invoice No. 62276

Date October 2, 1959

Your Req. No.

Billing Request No. co 510

Credit Distribution: 513-1037-897

Harney County
Burns, Oregon

Attn: County Court

RECEIVED
OCT 6 1959

Final billing: Silvies River Bridge, FAS 459, covered by agreement dated 12/6/57

NOTED
[illegible]

Original advance deposit	$5,500.00	
Less amount previously transferred	4,550.00	
Balance		$950.00
County share total cost as per attached statement	$5,010.52	
Less amount previously transferred	4,550.00	
Balance		460.52
To be refunded		$489.48

State Printing 21127

NOTED

September 30, 1959

Harney County Court
Courthouse
Burns, Oregon

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

NOTED
V. R. JONES

Gentlemen:

Final costs are now available for the Silvies River Bridge on FAS 459. As shown in the attached cost statement, a refund of $489.48 is due the county. This refund will be made by means of a check from our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

COMPLETED 12/5/58

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Harney Contract No. 5169 Date 9/30/59

FAS 459 Section Silvies River Bridge

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
Payments to contractor as per attached tabulation				$24,883.00
Construction engineering				1,360.03
TOTAL CONSTRUCTION COSTS				$26,243.03
FEDERAL FUNDS COLLECTED FOR PROJECT				$16,222.00

AGREED COUNTY SHARE OF TOTAL COSTS
(50% of difference between total costs and federal funds)

($26,243.03 - $16,222.00) X 1/2 = $5,010.52

County advance deposit	~~$5,550.00~~ 5,500.00
Less county share	5,010.52
REFUND DUE COUNTY	$ ~~539.48~~ 489.48

JFH:mm

Item	Unit	Unit Prices	Total Quan.	Total Amount
Remove old bridge	all	1500.00	all	1,500.00
Furn. treated timber piling	l.f.	1.50	1,260	1,890.00
Drive timber piles	each	52.50	36	1,890.00
Class "A" concrete	c.y.	75.00	157	11,775.00
Metal reinforcement	lb.	.14	45,000	6,300.00
Treated timber in place	M/FBM	400.00	3.32	1,328.00
			Total	24,683.00

RECEIVED
MAR 11 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

Feb. 26, 1959

(CONTRACT NO.) 550 (1)	(EST. NO.)	(CONTRACTOR)
5169	4- Final	Inter City Sand & Gravel Co., Inc.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
4110	H 237293	$ 3,359.63 2/26/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion date: 90 workdays from May 10, 1958

Time Extensions: None

Completion Date: Dec. 5, 1958

Date Accepted: Mar. 5, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: Mar. 6, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: MAR 6 1959
GRW

NOTED ON CARD
Jm

A

RECEIVED
FEB 9 1959
FOR FILING
2-250-10
5169

Feb. 9, 1959

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5169, for Silvies River Bridge on the Silvies River Road in Harney County was completed by the contractor, Inter City Sand & Gravel Co., Inc., on Dec. 5, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,359.63 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $24,883.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED

Monthly Transaction No. 7-89	Form 2 (9-1. .)	e Oregon
	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County Harney
Project Report No. S-350(1) 3	**FEDERAL-AID PROJECT AGREEMENT**	Project No. S-350(1)

FOR FILING

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Silvies River Bridge, approximately 1.3 miles north of FA 31 on FAS 470.

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	7-11-57	0.024
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 27,230.00	$ 16,800.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer July 23, 1958

USComm-DC 40257

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Silvies River Bridge, Project No. S-350(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

FORM E-123-X 25M 5-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Silvies River Bridge, Project No. S-350(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

July 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four (4) copies of estimate as a basis for project agreement for the Silvies River Bridge, Project No. S-350 (1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:mas

Oregon State Highway Department

Federal Aid Secondary
Project No. S-350 (1)

SILVIES RIVER BRIDGE ON THE SILVIES RIVER ROAD

IN HARNEY COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

Type Code 1091
Silvies River Bridge (Sta 6 + 85 to Sta 8 + 10) (Contract No. 5169)

Remove Old Bridge	All Required		$ 1,500.00
Furnish Treated Timber Piling	1,260 Lin.Ft.	1.50	1,890.00
Drive Timber Piling	36 only	52.50	1,890.00
Class "A" Concrete	157 cu.yds.	75.00	11,775.00
Metal Reinforcement	45,000 lbs.	.14	6,300.00
Treated Timber in Place	3.5 M-FBM	400.00	1,400.00
	Subtotal		24,755.00
	10% Engr. & Cont.		2,475.50
	TOTAL		27,230.50

Length of Structure . . . . 0.024 mile

Federal Funds	$ 16,800.00
State Funds	5,215.25
County Funds	5,215.25
	$ 27,230.50

State Funds for Const: Chap 175, Laws 1917; Chap 31, Laws 1920
Chap 529, Laws 1939

Funds for Maint: Chap 529, Laws 1939

Note: Necessary funds have been deposited by Harney County with the Highway Department.

RECEIVED
MAY 15 1958
FOR FILING

FORM E-128

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

May 15, 1958

Inter City Sand & Gravel Co., Inc.
3698 Franklin Blvd.
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5169, awarded Apr. 30, 1958, for Silvies River Bridge on Silvies River Road in Harney County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

Form A 170 10M 6-57

NOTED
Harold C. Ayers

INVOICE

Oregon State Highway Department

SALEM, OREGON

NOTED
John F. Hagemann

Invoice No. 55303

Date May 5, 1958

Your Req. No.

Billing Request No. 00-399

Credit Distribution:

Harney County

H-457

Advance Deposit	$5,500.00
Partial transfer county's share total costs Silvies River Bridge FAS, covered by agreement dated March 1958	4,550.00
To be retained	1,000.00 950.00

RECEIVED
1958
ENGINEER
COUNTY & [illegible]

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $____________

____

NOTED
C. G. SWANSON

State Printing 4396

RECEIVED
[illegible]

April 30, 1958

Inter City Sand & Gravel Co., Inc.
3698 Franklin Boulevard
Eugene, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958, accepted your proposal for the Silvies River Bridge on the Silvies River Road in Harney County for the sum of $24,755 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5169.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

SERVICE	
the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 30, 1958

Inter City Sand & Gravel Co., Inc.
3698 Franklin Blvd.
Eugene, Oregon

Contract for Silvies River Bridge, Harney County, for which you submitted low bid on March 28, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900)
C. W. Head
Files ✓

NOTED
Harold C. Ayers

STATE OF [illegible]
STATE HIGHWAY DEPARTMENT
[illegible]

April [illegible], 19[illegible]

[illegible] J. R. [illegible]

att Fred Hagemann

NOTED
John F. Hagemann

RECEIVED
[illegible] 7 1958
ENGINEER
COUNTY & CITY RELATIONS

Inter City Sand & Gravel Co., Inc.
[illegible] Franklin Boulevard
Eugene, Oregon

Gentlemen:

RE: [illegible] River Bridge
Contract No. [illegible]

[illegible] County [illegible] that they want the old bridge left in place until June 1, [illegible]. It is satisfactory to this department to [illegible] to the county [illegible] request, provided it is satisfactory to you and that delay [illegible] by leaving the old bridge in place will not be an item for claim of any kind on your part.

Work day count on the job will not start until June 1, 1958.

Will you please acknowledge acceptance of this condition by endorsing the enclosed copy of the letter and returning the same to us.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

GAG/kce
cc: M. W. Moore
A. F. Parson
Inter City Sand & Gravel Co., Inc.

I accept the above condition.

Roy Mac Sec.
INTER CITY SAND & GRAVEL CO., INC.

NOTED
C. G. [illegible]

RECEIVED
APR 24 1958
FOR FILING
J-350(1)
5169

Salem, Oregon
April 23, 1958

Construction of Silvies River
Bridge in Harney County

Mr. C. G. Swenson

Herewith copies of letters exchanged between Judge Craddock of Harney County and the Inter-City Sand & Gravel Co., Inc., who was low bidder on the Silvies River Bridge.

I distinctly do not like this way of doing business. If Harney County did not want work to start on this structure until June 1, they should have told us and we would have delayed the advertising for bids. Withholding the County's money to delay the award is not fair to the contractor.

G. S. Paxson

GSP:gm
Attach.

cc Mr. W. C. Williams

INTER-CITY SAND & GRAVEL CO.
INCORPORATED
EUGENE AND SPRINGFIELD · OREGON
3698 FRANKLIN BLVD. — EUGENE, OREGON
PHONE DIAMOND 4-5259

REFERRED TO Paxson
By State Highway Engineer

April 21, 1958

REFERRED TO
Mr. [illegible]
BY SECRETARY

Oregon State Highway Commission
Salem, Oregon

Attn: Mr. Glaisyer, Secretary

Dear Mr. Glaisyer:

After talking to you today regarding Silvies Bridge contract in Harney County, we took your advice and called the Harney County Judge. According to him, they have their money ready but have not sent it to the Commission because they do not want construction to start until after June 1st. He asked that we give them a letter regarding our starting date and they would forward the necessary funds to you. We have done so and are enclosing a copy of same for your files.

Please note that in our letter we suggest that the completion date be adjusted to conform to the starting date.

Hope this will clarify the situation for all of us.

Yours very truly,

INTER-CITY SAND & GRAVEL CO., INC.

by ______________
Secretary

RECEIVED
APR 22 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

April 21, 1958

Harney County Judge
County Courthouse
Burns, Oregon

Dear Sir:

As per your request, this will confirm our statement to you in telephone conversation this date, that we will not start construction on the Silvies Bridge until after June 1, 1958.

May we suggest that date of completion be adjusted to conform with this later starting date?

Yours very truly,

INTER-CITY SAND & GRAVEL CO., INC.

by ________________________
Secretary

c.c. Oregon State Highway Comm.

RECEIVED
APR 22 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 1 1958
FOR FILING

S-350(1)

5169

R

April 1, 1958

County Court of Harney County
Court House
Burns, Oregon

Gentlemen:

We are enclosing for the records and files of Harney County a fully executed copy of a maintenance agreement between the State Highway Commission and Harney County covering the Silvies River Bridge project on FAS 459.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

R

RECEIVED
APR 1 1958
FOR FILING

8-350(1)

5169

April 1, 1958
Salem, Oregon

[illegible] #336

Maintenance Agreement
FAS 459, Harney County

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached are four certified copies of a maintenance agreement with Harney County covering the Silvies River Bridge project on FAS 459.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Harney County.

Secretary

rn
Attach: 4

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1958

SUBJECT: Maintenance Agreement
FAS 459, Harney County

To: Mr. G. S. Paxson
OFFICE

Attached are six copies of a maintenance agreement covering the Silvies River Bridge project on FAS 459 in Harney County. After signature by the Highway Commission please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

An agreement covering finances for this project was executed by county and state under date of December 6, 1957.

The project was approved by the Highway Commission on March 28, 1957.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 3-28-57 Minute Page 32
Secretary

APPROVED
G. S. Paxson
ASST. STATE HIGHWAY ENGINEER
Date March 20, 1958

RECEIVED
MAR 20 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 1 1958
FOR FILING

5-320.11

#5169

March 31, 1958

Inter City Sand & Gravel Co., Inc.
3698 Franklin Boulevard
Eugene, Oregon

Gentlemen:

The State Highway Commission on March 28, 1958 accepted your bid in the amount of $24,755 for the Silvies River Bridge in Harney County, which was the low bid received for that job on the 28th of March. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

NOTED

NOTED
Harold C. Ayers

March 28, 1958

Honorable Harney County Court
Court House
Burns, Oregon

NOTED
John F. Hagemann

Gentlemen:

On March 28th a satisfactory bid was received from the Inter City Sand & Gravel Company, Inc., of Portland, for constructing the Silvies River Bridge on FAS 459. As per the agreement between County and State, the following advance deposit is required prior to award of a contract:

Bid Items	$24,755.00
12½% Engineering and Contingencies	3,094.38
Estimated Total Cost	$27,849.38
County Advance Deposit of 20%	5,550 ~~$15,550.00~~

Please make this deposit by means of a check or warrant in the amount of $5,550.00 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit, a contract will be awarded.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Ass't. County & City Relations Engineer

Rcvd.
4/29/58
513-1037
Cont # 5169

JFH:AM

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

RECEIVED
MAR 24 1958
FOR FILING

8-[illegible](1)

5169

Salem, Oregon
March 20, 1958

Maintenance Agreement
FAS 459, Harney County

Mr. G. S. Paxson
OFFICE

Attached are six copies of a maintenance agreement covering the Silvies River Bridge project on FAS 459 in Harney County. After signature by the Highway Commission please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

An agreement covering finances for this project was executed by county and state under date of December 6, 1957.

The project was approved by the Highway Commission on March 28, 1957.

John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

3-17-58 Oregon Project S-350(1)
FAS 459

RESOLUTION

WHEREAS, a county road in Harney County, State of Oregon, known as the Silvies River County Road, is routed through the County of Harney, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Harney County, the section adopted for improvement being more particularly described as follows; to wit:

> A bridge over the Silvies River 125 feet in length located approximately 3 miles north of Burns.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Harney will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Harney County, Oregon, that no encroachments will be permitted on the county road known as the Silvies River County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Harney County, Oregon, this 17th day of March, 1958.

By:

County Judge C. W. Craddock

County Commissioner Lee Williams

County Commissioner Jack Drinkwater

ATTEST:

Don C. Filteau

County Clerk

cc-12(1956)

NOTED
V. R. JONES

NOTED
Harold C. Ayers

March 13, 1958

NOTED
John F. Hagemann

Harney County Court
Courthouse
Burns, Oregon

Gentlemen:

Enclosed are six copies each of a maintenance agreement and encroachment resolution, and a set of plans and specifications in connection with the Silvies River Bridge on FAS 459 upon which it is planned to accept bids on March 28.

This agreement and resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature.

An agreement covering finances for this project was executed by the county and state under the date of December 6, 1957.

The estimated total cost of this project, including engineering and contingencies is $28,700; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

If satisfactory, please sign all copies of the agreement and resolution, have the county clerk attest with seal, and return all six copies of the agreement and five copies of the resolution to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for your records. All documents should be mailed so as to arrive in this office not later than March 21.

Very truly yours,

W. C. Williams
State Highway Engineer

By

NOTED
JOHN D. GRAHAM

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Encl.

NOTED
C. G. SWENSON

FORM E30—50M—8-56—96654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 12, 1957

SUBJECT: FAS Finance Agreement #180
Harney County

To:
Mr. C. G. Swenson
Engineer, City & County Relations Dept.
Office

A

Attached are two conformed copies of a finance agreement with Harney County covering the Silvies River Bridge on the Silvies River County Road, FAS 459, in Harney County.

One fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Harney County.

Secretary

rn
Attach: 2

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
December 4, 1957

FAS Finance Agreement
Harney County

Mr. G. S. Paxson
OFFICE

NOTED
John F. Hagemann

Attached are three copies of a finance agreement covering the Silvies River Bridge on the Silvies River County Road, FAS 459, in Harney County. Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

This project was approved by the Highway Commission on March 28, 1957.

C. G. Swenson
Engineer, County and City Relations

CGS:mm
Att.

NOTED
C. G. SWENSON

File

MEMO TO J. W. NASH
6/14/57

NOTED
John F. Hagemann

NOTED
Harold C. Ayers

FAS 459, Harney County

TERMINI: Silvies River Bridge approximately 1.3 miles north of the junction in Burns of FAS 459 with FAP Route 31.

PROPOSED WORK: Reinforced concrete bridge on treated piling 125' in length.

PROJECT LENGTH: 0.024 mile.

COSTS:	Total	Federal	State	Other	
CONSTRUCTION	$35,000	$21,000	$7,000	$7,000	(County)

EXISTING FACILITY: Untreated pile trestle 133' long, H.C. 17'-3". This structure has deteriorated to the stage requiring replacement.

ADJACENT SECTIONS: Existing road on each side of bridge has a 24' wide talus and cinder wearing surface on a 24' wide roadway. No substandard existing grade or alignment.

PROJECT DATA:

STRUCTURE: Reinforced concrete deck & girders on treated timber piles 125' in length, H.C. 24'. To be constructed on same location as existing bridge.

ROADWAY APPROACHES: County will construct necessary approaches without federal cooperation to conform to existing road facility.

ROW WIDTH: 60'.
MINIMUM DESIGN STANDARDS: No exceptions.
ACCESS CONTROL: None
RR X'ING: None
SYSTEM ACTION: None required.
UNUSUAL OR COMPLICATED SITUATION: None

FAS Route 459 serves an irrigated farming area and will act as part of the access route to the Burns Radar Installation. It is a school bus and mail route.

NOTED

NOTED
C. G. SWENSON

JFH:mm

FORM E-90X—50,000—10-54—78494

NOTED
Harold C. Ayers

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
May 17, 1957

SUBJECT: Silvies River Bridge Site
Harney County
F.A.S. #459

To:

Mr. Tom Edwards
Construction Engineer
Salem

NOTED
J. F. Hagemann

You will find attached Report on Surveys form and Bridge Construction—Survey Data form and Plan and Profile on tracing cloth of the Silvies River Bridge vicinity, near Burns, Harney County, on F.A.S.#459.

The Bridge Department, we understand, is ready to design the structure for a 1957 bridge project.

Will you please pass the information along to the proper parties.

A. F. Parson
Division Engineer

C. D. Cannon
Office Engineer

CDC:js
cc - J. F. Hagemann

RECEIVED
MAY 1957

NOTED
[illegible]

HARNEY COUNTY
PROPOSED PROJECTS

FAS 458 - Middle Fork Malheur River Bridge, $40,000. This bridge is located at Drewsey approximately 2.7 miles north of the junction of FAS 458 with the Central Oregon Highway (FAP Route 31).

The proposed project is to replace the existing untreated timber structure with a reinforced concrete bridge having a horizontal clearance of 24'. The FAS project will include removal of the existing bridge and provisions for a detour. After existing bridge has been removed any usable material from this bridge is to be stockpiled at the bridge site for county use. During summer months the detour can consist of a fill and pipe adjacent to the present bridge site. For this reason it is quite urgent that this project be contracted in June or July of this year. The county will construct road approaches as required without federal cooperation.

The $40,000 programmed is based on a preliminary estimate provided by the Bridge Division.

FAS 459 - Silvies River Bridge, $25,000. This bridge is located approximately 3 miles north of the junction of FAS 459 with the Central Oregon Highway (FAP Route 31) in Burns.

The proposed project is to replace the existing untreated timber structure with a new reinforced concrete bridge on treated timber piling having a horizontal clearance of 24'. The FAS project will be for the structure only including removal of the existing bridge. Any salvagable material from the existing bridge is to be stockpiled at the bridge site for county use. No detour will be required. Any required road approach work will be performed by Harney County.

The $25,000 programmed is based on a preliminary estimate provided by the Bridge Division.

(57-c)
3/18/57

Comm. approved
3-28-57

LEE WILLIAMS
Commissioner

C. W. CRADDOCK
County Judge

JACK DRINKWATER
Commissioner

County Court *for* Harney County
BURNS, OREGON

March 12, 1957

Harold G. Ayers

RECEIVED
MAR 1? 1957
ENGINEER

Clarence G. Swanson
State Highway Engineer for
County & City Relations
State Highway Commission
Salem, Oregon

Dear Sir:

Harney County at this time requests the State Highway department to [illegible] bridge across the Malheur River at the town of Drewsey, under the F.A.S. Funds; also the bridge across the Silvies River, approximately one-half mile north of the north city limits of Burns.

For any further information you may need on this you may contact our engineer, Mr. [illegible], as he has made the inspections.

The bridge at Drewsey is our number one project.

Very truly yours,

HARNEY COUNTY COURT

by C. W. Craddock
JUDGE.

CWC/it

NOTED
JOHN D. GRAHAM

NOTED
C. G. [illegible]

RECEIVED
MAR 13 1957
OREGON
STATE HIGHWAY COMMISSION

FORM E-30X—80M—11-55—90228

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1957

SUBJECT: Drewsey Bridge No. 1966-A
on Drewsey-Van FAS Road

To:

Mr. Clarence G. Swenson
County and City Relations Engineer
Office

Attention: Mr. John F. Hagemann

Written up for programming
J. F. H.

RECEIVED
MAR 13 1957

Confirming my conversation of this date in regard to programming a new bridge over the Middle Fork of the Malheur River at Drewsey in Harney County, our estimate of cost for a bridge at this site is $37,000, including 12½% for engineering. The bridge required will be a 3-span continuous concrete structure with the end bents on piling, 132' long with a 24' roadway.

Two 4'd

Raise grade 2 to 2½' Co. do rd. work? [illegible] pipe at will [illegible] pipe.

During the construction, a detour will have to be maintained, which during the summertime, can be carried in a 72" corrugated pipe. By using a pipe and fill for the detour, the contractor will be able to utilize the existing bridge for falsework for the new structure. The existing bridge consists of a 85' timber Howe truss consisting of five panels 17' long. This truss has a 20' trestle span on each end. The supports are timber frame bents.

→ 48"

The above estimate includes $2500 for removal of the old bridge and maintenance of traffic.

We also looked at a second bridge in Burns on the road north from Burns also on a FAS highway, which they contemplate replacing. This bridge would be replaced with 5-25' precast concrete beam spans on treated timber piling with a 24' roadway. Traffic would not have to be maintained during the construction of this bridge. The estimated cost for this structure is $22,000, including 12½% for engineering contingencies.

Silvies Riv

E. G. Ricketts

NOTED
C. G. SWENSON

E. G. Ricketts
Assistant Bridge Engineer

EGR/mm
cc: P. M. Stephenson

I-329(1) Santiam Jct.-Lebanon Rd. 1958
Sec. of the Pacific Hwy.
#[illegible] (Grading)

RECEIVED
JUL 6 1964

FOR FILING

July 3, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Re: Albany-Lane Co. Line Sec.
Project No. I-5-4(3)204
Santiam Jct.-Lebanon Rd.
Section
Project No. I-5-4(14)228
Contract No. 5170

Dear Sir:

We are sending six copies of revised construction plan sheet No. 11-A and two copies of revised right of way plans sheet No. 13 for the above-mentioned projects.

The changes are five additional road approaches, approved by your letter dated April 4, 1964.

We request one copy be returned approved for our files if found to be satisfactory.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:sr

cc: D. Moehring

RECEIVED
JAN 2[illegible] 1962

FOR FILING

5170

File

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1962

SUBJECT: Railroad Flagging Bills

To: Mr. A. E. Johnson
Mr. Lloyd Shaw
Mr. J. [illegible]. Walker
Mr. L. R. Chandler
Mr. Dean Swift
Mr. [illegible]. F. Parson

The Bureau of Public Roads has just requested that we make available to them at our Salem Office supporting records used to segregate the costs on railroad flagging bills. In other words, they want the records used by the Resident Engineers to determine what portions of a railroad flagging bill is chargeable to the State and to the contractor. I list below the projects for which this information is requested:

CONTRACT NO.	NAME
5170	Santiam Jct.-Lebanon Road Section
5293	Twin Buttes-Belts Road Section
5200	East Unit, Shegren-Rowena Section

The type of records that will be required may consist of daily work sheets showing the days on which work is done and charged to the contractor, or diaries containing the same type of information, or other documents which you may have available.

It will become necessary in the future to provide this information to the Bureau of Public Roads prior to their finaling of any of our Federal Aid projects. We will initiate a form to handle the matter, but, in the meantime, you should instruct all your Resident Engineers to watch this matter carefully and to document the work done by the railroad so that they can make proper segregation at the necessary time.

This matter should be expedited as the Bureau of Public Roads is holding up final payments on these projects until such time as we have provided them with the information.

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

NOTED
R. L. PORTER

FBK:bjh
cc: L. H. Young
R. L. Porter ✓

RECEIVED
OCT 13 1961

FOR FILE [illegible]
[illegible]
2170

477 Cottage St. N.E.
Salem, Oregon

October 13, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

08-35.5
C. G. Polk, Division Engineer
Salem, Oregon

By: M. E. Martin
Acting Division Engineer

Oregon Project I-5-4(14)228
Santiam Jct.-Lebanon Road Section
Bonneville Power Administration Bill

Attached is a copy of a Bonneville Power Administration bill in the amount of $13,858. This amount has been claimed on the final voucher for this project. The billing does not conform with the provision of PPM 30-4, paragraph 14(b) for the following reasons:

1. The dates on which the earliest and last items of expense were incurred are not included on the bill.

2. Major items of material are not itemized.

3. Federal-aid project number is not indicated on the bill.

Until this additional information is received, the final voucher cannot be processed for payment.

Porter

NOTED
FORREST COOPER

RECEIVED
OCT 13 1961

[illegible] (J)
2170

477 Cottage St. N.E.
Salem, Oregon

October 13, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

08-35.5

C. G. Polk, Division Engineer
Salem, Oregon

By: M. E. Martin
Acting Division Engineer

Oregon Project I-5-4(14)228
Santiam Jct.-Lebanon Road Section
Bonneville Power Administration Bill

Attached is a copy of a Bonneville Power Administration bill in the amount of $13,858. This amount has been claimed on the final voucher for this project. The billing does not conform with the provision of PPM 30-4, paragraph 14(b) for the following reasons:

1. The dates on which the earliest and last items of expense were incurred are not included on the bill.
2. Major items of material are not itemized.
3. Federal-aid project number is not indicated on the bill.

Until this additional information is received, the final voucher cannot be processed for payment.

Porter

NOTED
FORREST COOPER

I-328 (4)

RECEIVED
1960
FILING

NOTED
W. C. WILLIAMS

Santiam Junction-Lebanon Road
~~Contract No. 5170~~

July 27, 1960

Pacific Highway
Prefix 22-1068

FINAL COST ANALYSIS

Grading
Contractor: J.N. Conley
Resident Engineer: D.C. King

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	50,000.00		16,739.31	50,000.00
Drainage Excav., Unclass.	4,695.82	Cu.Yd.	2.00	1.73	8,130.73	9,391.64
Special Borrow Excav., Unclass.	1,106,572.8	Cu.Yd.	0.30	0.462	510,780.39	331,971.84
General Excav., Unclass.	43,564.9	Cu.Yd.	0.30	0.236	10,282.57	13,069.47
Short Overhaul	6,509,953	Yd.Sta.	0.005	0.008	50,512.56	32,549.77
Long Overhaul	612,795.4	C-Yd.Sta.	0.20	0.31	190,253.92	122,559.08
Blade Grader	268	Hour	12.00	11.60	3,109.32	3,216.00
Tractor and Dozer	129	Hour	14.50	15.39	1,985.44	1,870.50
Loading and Placing Topsoil	9,795	Cu.Yd.	0.55	0.42	4,133.12	5,387.25
Finish R.B. & Slopes	5.05	Mile	840.00	934.85	4,721.02	4,242.00
15" C.M.P.	474	Lin.Ft.	3.70	3.90	1,848.60	1,753.80
78" C.M.P., Unctd.	59	Lin.Ft.	75.00	50.00	2,950.00	4,425.00
12" Concrete Pipe	639	Lin.Ft.	1.90	1.90	1,208.40	1,208.40
15" Concrete Pipe	2,253	Lin.Ft.	3.00	3.06	6,899.80	6,759.00
18" Concrete Pipe	855	Lin.Ft.	3.50	3.61	3,090.75	2,992.50
24" Concrete Pipe	2,661	Lin.Ft.	5.00	4.63	12,318.84	13,305.00
30" Concrete Pipe	1,092	Lin.Ft.	7.00	5.70	6,224.40	7,644.00
36" Concrete Pipe	1,755	Lin.Ft.	8.50	6.90	12,109.50	14,917.50
42" Concrete Pipe	1,401	Lin.Ft.	11.00	9.50	13,309.50	15,411.00
22" Arch Type C.M.P.	336	Lin.Ft.	4.80	4.50	1,512.00	1,612.80
15" Culvert End Section	70	Each	32.00	31.60	2,212.00	2,240.00
18" Culvert End Section	5	Each	40.00	51.00	255.00	200.00
24" Culvert End Section	26	Each	65.00	70.00	1,820.00	1,690.00

FINAL COST ANALYSIS - Contract No. 5170
Santiam Junction-Lebanon Road Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
30" Culvert End Section	10	Each	98.00	90.00	900.00	980.00
36" Culvert End Section	16	Each	160.00	150.00	2,400.00	2,560.00
42" Culvert End Section	12	Each	225.00	210.00	2,520.00	2,700.00
22" Arch Type Culvert End Sec.	4	Each	36.00	37.00	148.00	144.00
Class "A" Concrete	118.12	Cu. Yd.	48.50	46.00	5,433.52	5,728.82
Metal Reinforcement	18,125	Lb.	0.135	0.13	2,356.25	2,446.88
Type 2 Fence	4,270.73	Rod	5.00	4.72	20,146.76	21,353.65
16' x 48" Metal Gates	2	Each	100.00	80.00	160.00	200.00
20' x 48" Metal Gates	14	Each	100.00	90.00	1,260.00	1,400.00
Coarse Cr. Mat'l in Base	12,999.32	Ton	1.75	1.68	21,838.86	22,748.81
3/4"-0 Mat'l in Base	1,716.19	Ton	1.85	1.78	3,054.82	3,174.95
Sprinkling	3,083.7	M-Gal.	2.00	1.73	5,351.95	6,167.40
Furnish & Place Aggre.	200.28	Ton	3.15	3.00	600.84	630.88
200-300 Asphalt	26.96	Ton	47.25	45.00	1,213.20	1,273.86
PA#1 Remove Building	920	Sq. Ft.	0.22	0.17	156.69	202.40
PA#2 Credit on Substandard Type 2 Fence	1,900	Rod	0.25			-475.00
PA#3 15" C.M.P.	31	Lin. Ft.	2.54	2.54	78.74	78.74
PA#4 Cement Adj. Favor of Contr.	11.63	Bbl.	4.68	4.68	54.43	54.43
Force Account					10,567.36	10,980.41
Deductions: Liquidated Damages	10	Day	200.00			-2,000.00
					$944,738.59	$728,766.78

	Gross Revenue	Total Cost	Loss	% Loss
J.N. Conley	591,687.84	807,659.65	215,971.82	36.5%
Others	137,078.94	137,078.94		
	$ 728,766.78	$ 944,738.59	$ 215,971.82	29.6%

DETAIL OF COSTS - Contract No. 5170

Labor:		
Labor	$ 297,431.99	
Labor Insurance	20,187.97	
Health and Welfare	7,537.50	
Pensions (Laborers Only)	142.60	$ 325,300.06
Equipment Rental & Miscellaneous Supplies:		
Equipment Rental, Owned	306,657.94	
Equipment Rental, Hired	74,279.41	
Gas, Oil and Grease	65,171.78	
Freight and Cartage	8,974.97	
P.L. and P.D. Insurance	2,406.56	
Bond	3,474.88	
Small Tools and Miscellaneous Supplies	8,169.88	
Home Office and General Overhead	13,224.17	482,359.59
Total Cost to Contractor		$ 807,659.65
Subcontractors:		
Building Supply (Items part of 2 and all of 11 through 28)		76,396.99
Albany Rock Products (Items part of 7 and all of 34 through 38)		26,991.34
Dale Clarambeau (Items 31, 32 and 33)		21,713.29
Clinkenbeard (Top Soil)		4,133.12
Snook (Items 29 and 30)		7,844.20
Total Cost of Contract		$ 944,738.59

Remarks - Contract No. 5170

This was a "Federal Aid Interstate Project" calling for the construction of 5.05 miles of main highway roadbed, detours and connections on the Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County. The project was bid March 27th and awarde May 7, 1958. Work started April 2, 1958 and was completed September 5, 1959. Final estimate was received January 11, 1960. The contractor withheld giving final cost of the project until a later date as he anticipated filing a claim for extra compensation.

The contractor moved in his equipment and started clearing the Oak Creek borrow area April 2, 1958. The clearing consisted of scrub Oak and Ash with underbrush. As the clearing was completed, earth moving equipment was moved in and the hauling and placing of borrow got underway, but this work was soon stopped due to a labor strike which lasted seven working days during the month of May. Wet and inclement weather during May also hampered the contractor.

The contractor lost the best part of the summer work due to a strike of equipment operators during the month of July and August. He was made to conduct his operations in the fall during the wet and unfavorable weather, forcing him to hold over until 1959 to complete this section.. The embankment material, which failed to dry under the surface, hampered the operations considerably.

The contractor subcontracted the fence, pipe, top soil and box culverts to others.

The contractor suffered a large loss due mainly to extra cost of labor and the strike which put him into the wet season of the year and another increase of wage costs/

M.N. Juve
Chief Cost Analyst

By

C.E. Layton

RECEIVED
JAN 27 1960
FOR FILING

[illegible]

5170

January 26, 1960

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5170, for grading the Santiam Junction-Lebanon Road Section of Pacific Highway in Linn County, was completed by the contractor, J. N. Conley, on September 5, 1959 and was formally accepted by the Highway Commission on December 16, 1959.

Final payment in the amount of $21,863.00 will be released to the contractor on or after February 8, 1960. The total contract amount is $728,766.78 of which amount $10,980.41 represents force account items.

A claim has been filed against this contract of which you were previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

RECEIVED
DEC - 4 1959
FOR FILING
[illegible]
5170

December 3, 1959

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. W. Conley on contract #5170 for grading the Santiam Jct.-Lebanon Road Section of Pacific Highway in Linn County.

This payment, in the amount of $16,212.78, will be released to contractor on or after December 14, 1959. The retained percentage is $21,863.00.

A claim has been filed against this contract of which you were previously notified.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

FORM E-123-X 50M

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
NOV 30 1959
FOR FILING
F 328(4)
5170

NOTED
W. C. WILLIAMS

November 25, 1959

Mr. J. N. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Re: Request for Extension of
Time - Contract No. 5170
Santiam Junction-Lebanon
Road, Pacific Highway

Dear Sir:

You submitted under date of September 21st, together with certain attached letters, a request for 10 additional workdays on your Contract No. 5170, Santiam Junction-Lebanon Road Section of the Pacific Highway.

We referred this to the Bureau of Public Roads under date of October 20th, asking their concurrence and on the same date were advised that the Bureau would not concur in such extension. Again on November 16th we submitted further data and justification. Their reply was received under date of November 23rd again denying the request.

Inasmuch as concurrence of the Bureau of Public Roads is necessary on extensions of this nature and, as per copies of the attached correspondence, such concurrence cannot be secured, we must therefore advise that your request cannot be granted.

Very truly yours,

W. C. Williams
State Highway Engineer

By ORIGINAL [illegible]

Tom Edwards
Construction Engineer

TE:jw

Attach.

cc W. C. Williams
R. L. Porter
J. D. Walker
C. G. Polk

RECEIVED
NOV 25 1959
OFFICE OF
STATE HIGHWAY ENGINEER

IDAHO
MONTANA
OREGON
WASHINGTON

RECEIVED
1959
FOR FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

I 5-28(4)

When replying, refer to
08-35.4

5170

408 State Highway Bldg.
Salem, Oregon

November 23, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-4(14)228
Santiam Junction-Lebanon Road Section
Pacific Freeway
Request for extension of contract time.

Dear Sir:

Reference is made to your letter of November 16, 1959, further discussing the reasons for granting the above requested time extension.

We are aware that the contractor was required to operate from a specified source of borrow. Since no time was charged for the entire duration of the strike and the work at the end of the 1958 season was 70% complete against 62% of the contract time used, it is difficult to understand why completion was delayed until September, 1959. On July 4, 1959 an elapsed time of 72% against a percent complete of 80% is shown in project records.

To further make the 1959 season progress difficult to explain, we understand that a substantial underrun developed in the earthwork quantities, thus reducing the work under the contract.

We are unable to attach great significance to the establishment of an average production percentage of 81% computed against a theoretical rate of work performance.

In view of the record as summarized above, we are still unable to concur in your request for time extension.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

RECEIVED
NOV 23 1959
OFFICE OF
STATE HIGHWAY ENGINEER

([illegible])
Edwards
Porter
Walker

NOTED

November 16, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Your File 08-35.4-DA
I-5-4(14)228
Contract No. 5170
Santiam Junction-Lebanon
Road Section

Dear Sir:

Further reference is made to our letter of October 20 and your answer of the same date requesting concurrence in an increase of 10 workdays without assessment of liquidated damages on the subject-named project. In your answer, you point out that the other contractors in the area finished well ahead of schedule while faced with similar problems. We do not believe this statement to be correct. This contract specified a source of borrow. Had the contractor not been hampered by strike operations after the borrow had been opened up, he could have proceeded at normal production capacity for a great many days; however, discontinuance of operations, because of strike, resulted in a worsening of the pit condition which made the material difficult to handle.

Days which were counted as workdays for the contract only achieved an average of 81 per cent of production that would have been possible under other job conditions. Our workday count reports show that of the 125 days used on this job the following productivity was achieved:

9 days	65 per cent
21 days	70 per cent
10 days	75 per cent
23 days	80 per cent
46 days	85 per cent
1 day	90 per cent
15 days	100 per cent
125 days	

The above confirms our statement that the strike in July and August of 1958 used the most favorable weather and that the contractor was forced to conduct his operations in much less favorable weather that had to be counted in technical compliance with specifications.

You also commented on the delay and inconvenience to the paving contractor on this section, occasioned by noncompletion within the specified workdays. Although there was delay to the paving contractor, there being a period of approximately 20 days during which he could not be charged work time, we do not feel that this problem is related to the grading contractor. His request for extension should be considered only on its own merits.

In view of the above, we ask your reconsideration in this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. R. L. Porter
Mr. J. D. Walker

LHY:fp:jw fn

RECEIVED
OCT 26 1959
FOR FILING

5170

Salem, Oregon
October 21, 1959

Request for extension of
Time - Contract No. 5170
Santiam Junction-Lebanon
Road, Pacific Highway

Mr. Tom Edwards
Construction Engineer
OFFICE

You will note from the attached copy of a letter from the Bureau of Public Roads that it does not concur in the time extension on Contract No. 5170, Santiam Junction-Lebanon Road Section, Pacific Highway. Mr. J. N. Conley is the contractor.

In view of the Bureau's action, I am returning to you the contractor's request for further study and recommendation.

The letter to the Highway Commission re this matter is being delayed pending further study.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

Attach.

cc Mr. W. C. Williams

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.4-DA

408 State Highway Bldg.
Salem, Oregon

October 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Project I-5-4(14)228
Contract No. 5170
Santiam Junction-Lebanon Road Section
Pacific Highway

Dear Sir:

Reference is made to your letter of October 20, 1959 asking concurence for an increase of 10 workdays without assessment of liquidated damages on the above project.

We are aware of the conditions set forth in your letter as extenuating circumstances, but it should also be pointed out that other grading contractors in the same area have finished well ahead of schedule and were faced with similar problems.

Also, it has been our observation that the work schedule under the N. Albany Junction-Lebanon Road paving project was interfered with by lack of completion of the subject project, and as a result some damage could conceivably be claimed by the contractor on that project.

In view of the above we are unable to concur in granting the requested time extension.

Very truly yours,

C. G. Polk
Division Engineer

E. H. Cowan
By: E. H. Cowan
Acting Division Engineer

NOTED
FORREST COOPER

FORM E-129

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 21, 1959

Oregon State Highway Commission

Request for Extension of Time
No. 3
November 5-6 Meeting

Gentlemen:

We are in receipt of a "Contractors Request for Increase in Number of Workdays to Complete Construction Contract" on the Santiam Junction-Lebanon Road Section of the Pacific Highway, Contract No. 5170. The request is for 10 additional workdays without assessment of liquidated damages. J. N. Conley is the contractor.

The equipment operators strike during the summer of 1958 of approximately five weeks' duration used up the most favorable construction weather occurring during the life of the contract. It forced the contractor to work in the late fall and early spring for which we had to count workdays in technical compliance with the specifications. The job would have been completed on time had work been permitted during the strike period.

In view of this, it is recommended that the workdays for this project be increased from 115 to 125 without assessment of liquidated damages, subject to concurrence by the Bureau of Public Roads.

Very truly yours,

W. C. Williams
State Highway Engineer

not sent
B.P.R. no go.
Coop.

October 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Project Designation:
I-5-4(14)228 - Contract No. 5170
Santiam Junction-Lebanon Road
Section - Pacific Highway

Dear Sir:

We are in receipt of a Contractor's Request for Increase in Number of Workdays in which to complete the subject-named construction project from 115 to 125 days without assessment of liquidated damages. Mr. J. H. Conley is the contractor on this project.

As you are no doubt aware, the equipment operators' strike during the summer of 1958 of some five weeks' duration used up the most favorable part of a construction season. The contractor was forced by reason of this strike to conduct his operations during the fall of 1958 and the spring of 1959. The time when he was operating during these periods was, of course, counted as workdays in technical compliance with the Special Provisions of the contract; however, it is felt that if the contract had been carried on during the more favorable working weather occurring during the period of the strike, that the job would have been completed with no trouble on time.

For this reason, we are asking your concurrence for an increase of 10 workdays without assessment of liquidated damages. This matter will appear before the Highway Commission at its next regular meeting on November 5 and 6.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. Williams
Mr. Edwards
LHY:lp fn

FORM E-30 80M 7-59 22124

3

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1959

SUBJECT: Santiam Junction-Lebanon Road
Pacific Highway
Contract No. 5170

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

We are in receipt of a Contractor's Request for Increase in Number of Workdays in which to complete the subject named project. The contractor has requested an increase from 115 to 125 days without assessment of liquidated damages.

The reasons given by the contractor do not meet the allowable reasons as set forth in our specifications. However, this job was done with only a ten day overrun in the workday limit.

In the summer of 1958 there occurred an equipment operators strike of five weeks duration. This was in the very best part of the construction season. This strike forced him to work days in the fall of 1958 and the spring of 1959 which had to be counted as workdays in technical compliance with our specifications despite the fact that they were not as suitable for construction. There is no doubt that had the work been permitted to go forward during the strike period, but what the job would have been completed on time. Generally speaking, he prosecuted the work in a very good fashion.

It is therefore the recommendation of this office that the additional ten workdays requested without penalty be allowed. Forwarded herewith is a rough draft of a letter to the Highway Commission to this effect. Also forwarded is a letter to the Bureau of Public Roads asking for their concurrence in the action. I have been advised by them verbally that they would probably look with favor on such a request.

Tom Edwards
Construction Engineer

By
L. H. Young
Assistant Construction Engineer

RECEIVED
OCT - 5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:fp

Enc.

NOTED
FORREST COOPER

FORM E-30 SOM 7-59 22124

3

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1959

SUBJECT: Santiam Junction-Lebanon Road
Pacific Highway
Contract No. 5170

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

We are in receipt of a Contractor's Request for Increase in Number of Workdays in which to complete the subject named project. The contractor has requested an increase from 115 to 125 days without assessment of liquidated damages.

The reasons given by the contractor do not meet the allowable reasons as set forth in our specifications. However, this job was done with only a ten day overrun in the workday limit.

In the summer of 1958 there occurred an equipment operators strike of five weeks duration. This was in the very best part of the construction season. This strike forced him to work days in the fall of 1958 and the spring of 1959 which had to be counted as workdays in technical compliance with our specifications despite the fact that they were not as suitable for construction. There is no doubt that had the work been permitted to go forward during the strike period, but what the job would have been completed on time. Generally speaking, he prosecuted the work in a very good fashion.

It is therefore the recommendation of this office that the additional ten workdays requested without penalty be allowed. Forwarded herewith is a rough draft of a letter to the Highway Commission to this effect. Also forwarded is a letter to the Bureau of Public Roads asking for their concurrence in the action. I have been advised by them verbally that they would probably look with favor on such a request.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

RECEIVED
OCT - 5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:fp

Enc.

NOTED
FORREST COOPER

22-1068

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER DEPARTMENT CORRESPONDENCE

Albany, Oregon
August 10, 1959

SUBJECT: Contract 5170
J.N. Conley, Contractor
Santiam Junction - Lebanon Road
Pacific Highway, Linn County

To: Mr. J.D. Walker
Division Engineer
DEPARTMENT

Herewith please find a letter from J.N. Conley requesting an extension of time on his grading contract on the Santiam Junction - Lebanon Road section of the Pacific Highway. I have listed the stations of the structures he claims caused him delay with an explanation of conditions and reasons for charging workdays.

D.C. King

D.C. King
Resident Engineer

attachments

NOTED
R D [illegible]

RECEIVED
AUG 10 1959
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

NOTED

Station 1177+00, Tallman Road - Bridge contractor completed cleanup on August 4, 1959. This area was cluttered up with lumber and debris for two months prior to that date, but the grading contractor had the major portion of the project to work on.

Station 1196+25 Albany Ditch - There is a small amount of debris piled in the median at the Albany ditch structure at this time. The bridge contractor says he can not get a burning permit. The grading contractor does not appear to be delayed by this small amount of debris at this time as he has all the rest of the project to work on.

Station 1253+00 S.P.S.R.R. Overcrossing - The bridge contractor was very slow at cleaning up around this structure but he finished cleaning up about June 26, and the area has been available to the grading contractor since that date.

Station 125[illegible]+00 Oak Creek Channel Change - The deck of this structure was poured in May and the grading contractor was not charged any workdays until June 1, 1959. The clean up around this structure was completed in July and the area is available to the grading contractor at the present time.

Station 1[illegible]72+00 - Albany Brownsville County Road Crossing. The false work for the bridge was driven too closely together, as stated by Mr. Clark and he did have to build a haul road around the end of the structure during the period from April 20 to July 10. However, the contractor did not protest the workdays charged during the period he was forced to go around this structure and therefore no relief from the charges was granted.

Station 1379+00 Lebanon-Corvallis County Road Crossing - The bridge contractor was in the process of stripping falsework during the period July 1 to July 10, and the grading contractor suffered some inconvenience at that time. However, no protest was made of the workdays charged during that period or within ten days as required by the terms of the contract.

RECEIVED
SEP 23 1959
FOR FILING

I 3-1(4)

5170

September 23, 1959

General Insurance Co., of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to J. W. Conley a portion of the funds heretofore retained by the Commission on contract #5170 for grading the Santiam Jct.-Lebanon Road Section of Pacific Highway in Linn County.

This payment, in the amount of $57,940.27, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $21,361.58. The present payment will be released on or after October 5, 1959.

The State has record of claim being filed by Don Greene Construction, Inc., in the amount of $8,285.68, of which you have previously been notified.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
SEP 14 1959
FOR FILING

[illegible]
5170

September 11, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 5, 1959, on Contract No. 5170, Santiam Junction-Lebanon Road Section, in Linn County, in connection with Federal Aid Project No. I-5-4(14)228, [I-328(4)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb
cc: Clarence G. Swenson

Form E-1—(Rev.)—10M—2-50

I 328 (4)

517)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 5, 1959

Section Santiam Junction - Lebanon Road

Kind of work Grading

Highway Pacific County Linn

Section prefix 22-1068

Contractor J.N. Conley

Contract number 5170

Date of contract May 7, 1958

Specified work days 115

Date work started April 2, 1958

Work days used 125

Project authorization $955,823.63

Exclusive of engineering $887,853.95

Per cent of time elapsed 108.7 %

Estimated cost of completed project, exclusive of engineering $863,431.15

Estimated per cent overrun or underrun 2.56 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $67,969.68

Engineering cost to date $41,350.00, 60.8 %

Date project was completed September 5, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The contractor completed his haul out of Oak creek borrow Saturday August 29.

Conley has been finishing the subgrade, median strip and slopes all week with two dozers, two scrapers and two blades.

He has had two laborers cleaning out pipe ends and ditches all week.

Assistant Construction Engineer and Assistant Division Engineer inspected this project on Friday September 4 and pointed out additional work required for job completion. This work done on Saturday September 5 and job accepted.

CONSTRUCTION DIVISION
RECEIVED
SEP 8 1959

NOTED
JOHN R. CAMS

NOTED
C. E. PAULSEN

NOTED-- ☑ ☐ ☐ ☐ ☐

Signed DCKing Resident Engineer

Address 1101 North Pacific Highway, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.13				
Miles partially completed					
Miles completed	5.13	14,000 T		380 T	
Total estimated quantities (contract)	1,344,000	15,000 T		227 T	
Total quantities corrected to date	1,150,000	14,915 T		227 T	
Estimated quantities moved or placed to date	1,150,000	0		0	
Average daily quantities		0		0	
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	10				
Average force on project for week	10				

Men 9

Supervision 1

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders 2, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 2, Compaction rollers ...., Scrapers 2 ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Cloudy		
Friday	Rain		
Saturday			

A

RECEIVED
AUG 12 1959
FOR FILING

[illegible]

5170

August 10, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering installing gates for PP&L Company inspectors on the Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County, Contract No. 5170, in connection with Federal Aid Project No. I-5-4(14)228.

This work is necessary to allow access to the Albany Ditch for PP&L Company inspectors

Under Order for Extra Work No. 3, a path was constructed along the ditchbank to permit inspection of the canal by the Company inspectors. Inspection of the canal is made twice weekly. No provision was made for access to the path. Fencing will be constructed under contract items from the right of way fence to the structures; thus preventing access to the traveled roadway.

The gates are to be padlocked to prevent unauthorized access.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

RECEIVED
AUG 5 - 1959
FOR FILING

[illegible]

5170

August 4, 1959

Mr. J. K. Weatherford
Attorney at Law
130 W. First Avenue
Albany, Oregon

Dear Sir:

Reference is made to your letter of May 14 concerning the property east of and adjacent to the Holloway burrow pit on the Santiam Junction-Lebanon Road Section of the Pacific Highway belonging to your client, Mr. Percy Walker.

We have made further study of the situation and believe that the best course of action for all parties concerned would be for the State to purchase from Mr. Walker a four-acre tract bordering on the east of the Holloway bar.

In the hope that this remedy will be satisfactory to your client, we are proceeding with the necessary descriptions, and our Right of Way people will soon contact you regarding this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

FBK:fp me

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Walter T. Wright
Mr. J. D. Walker

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1959

SUBJECT: South Santiam Jct.-Lebanon Road Section
Pacific Highway
Contract No. 5170

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Enclosed find reports from R. D. Asburry and J. C. Jenkins concerning erosion to the Percy Walker property near the Oak Creek Borrow on subject section.

You will recall that a preliminary report was made concerning this erosion problem a short time ago with the stipulation that further study would be made with the object of preventing future damage. The reports included with this letter indicate that the cheapest and most permanent solution to this problem of erosion would the the purchase of the approximate four acres shown on sketches accompanying the reports. It is estimated that the four acres would cost approximately $1,200.

I enclose a rough draft of a letter to Mr. Weatherford, Attorney for Mr. Walker, setting forth this proposal. I also am forwarding information for descriptions to our Description Department with instructions to them to prepare descriptions and proceed to acquire the property if possible.

In the event that Mr. Walker does not wish to dispose of this land, we shall have to review the situation again for an alternate solution.

Tom Edwards
Construction Engineer

By
F. B. Klaboe
Field Construction Engineer

RECEIVED
AUG 3 - 1959
OFFICE OF
STATE HIGHWAY ENGINEER

FBK:fp
Enc.
cc Walter T. Wright
J. D. Walker
Floyd Scott

APPROVED
FORREST COOPER
Tom Edwards
Construction Engineer

Copy - Scott
Prepare desc.

FORM 2-20 50M 11-58 18890

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1959

SUBJECT: Assignment No. 99-Y
South Santiam Jct.-Lebanon Road Section
Pacific Highway
Contract No. 5170

To:

Mr. Tom Edwards
Construction Engineer
Department

May 26, 1959, a report was sent concerning the subject assignment, which was regarding the complaint made by Percy Walker through his attorney, J. K. Weatherford, regarding erosion damage to his property near the Oak Creek borrow area on the subject section. In this letter it was stated a further report would be made after more investigation was done.

Attached is a copy of a report from the Assistant Research Engineer regarding this matter. In this report there are three possible solutions to this problem. This office concurs with the recommendation in this report that Solution No. 3 be pursued, that of buying enough property to contain the present and anticipated erosion on the Walker property.

Attached is a print of Drawing No. 1R-5-725 showing outlined in red the area proposed to acquire. Also attached are photostatic copies of deeds for the preparation of description of this property should you concur with our thinking in this matter.

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA:AM

CONSTRUCTION DIVISION
RECEIVED
JUL 27 1959
NOTED-- ☐ ☐ ☐ ☐ ☐
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FORM E-30X—50M—2-59—18180

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
July 20, 1959

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[illegible]

SUBJECT: Erosion at Oak Creek Borrow Area, Santiam Junction-Lebanon Road Section, Pacific Highway

To: Mr. J. D. Walker

We were asked by Mr. Asburry to investigate the complaint of a Mr. Walker owning property adjacent to the east end of the Oak Creek borrow area. Mr. Walker's complaint was based on erosion taking place on his property as a consequence of excavating material from the borrow area.

The aerial photographs of the vicinity taken during the December 1955 flood indicate that most of the subject erosion is taking place 300 feet north of the main channel in an overflow channel which formerly discharged to a bank of concrete pipes through the county road east of freeway station 1250, approximately. The erosion is caused by water several feet deep accelerating as it approaches the brink of the drop into the borrow area. The water in this overflow channel leaves the main channel in a region of general flooding at a loop in the main channel about 200 to 300 feet east of the east edge of the borrow area.

In addition to this erosion on the Walker property, there is potential erosion along the south side of the borrow area. As yet there is only minor erosion on state land and none on the adjacent Holloway property.

Three solutions to the Walker erosion problem were considered.

The first was a channel improvement project in an attempt to eliminate the erosion-causing overflow. The solution would require a 20-foot bottom channel to be constructed for a length of 400 feet toward the southeast, which would straighten the loop at the source of the overflow. As an added benefit, the overflow southwest to the channel change originating left of station 1265 might also be reduced.

The principal arguments against this solution are (1) that it could create additional erosion problems upstream and (2) that it would cost approximately $5,000.

Solution two would control the erosion on the Walker property by backfilling the eroded hole with rock and placing a two-foot blanket of rock on about 100 feet of the borrow excavation slope. This blanket might have to be extended some time in the future. The 100-foot length of blanket would cost about $900.

Solution three would involve no construction but would provide for the purchase of the affected property beginning at the southeast borrow pit right-of-way corner and extending north 600 feet to the toe of an east-west ridge and east 300 feet to include the previously mentioned loop in the channel. I feel that the horizontal extension of this erosion will stop when it works itself back to the loop. Solution three would cost an estimated $1,200 for ~~two~~ acres of additional right of way.

Neither solution two nor three makes provision for controlling erosion on Holloway property. Solution one does indirectly through the possible reduction of overflow.

We would recommend solution three - buying enough property to contain the present and anticipated erosion on the Walker property and the same on the Holloway property when the necessity arises.

John C. Jenkins
Ass't. Research Engineer

JCJ:ae

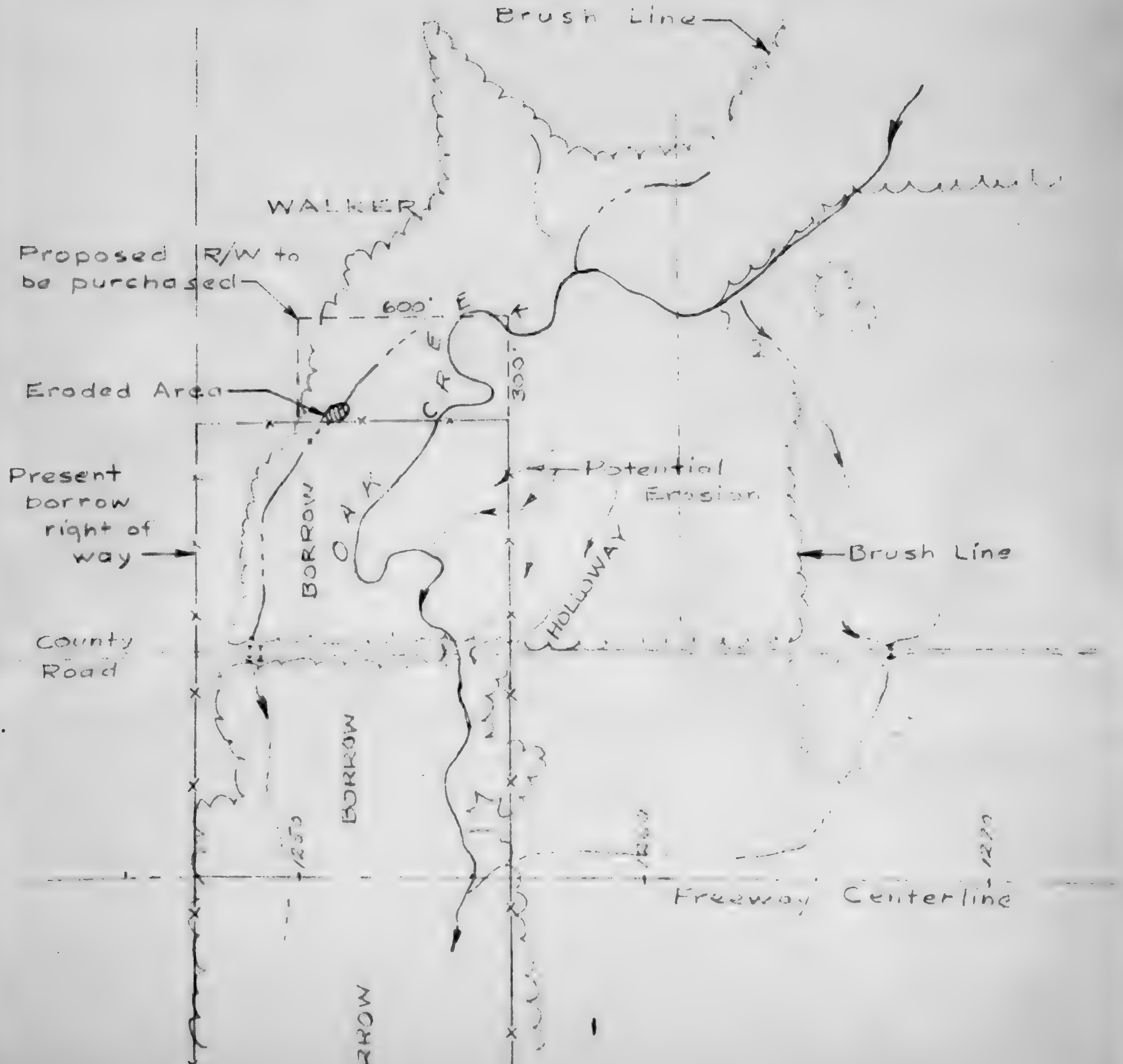
OREGON STATE HIGHWAY DEPARTMENT
SKETCH MAP

OAK CREEK BORROW AREA

Santiam Jct - Lebanon Road Sect.

PACIFIC HIGHWAY

Scale: 1" = 400' ±
July 1959



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5170

May 29, 1959

,276

Mr. J. K. Weatherford
Attorney at Law
130 West First Avenue
Albany, Oregon

Dear Sir:

Reference is made to your letter of May 14 in behalf of Mr. Percy Walker, who owns the property east of and adjacent to the Holloway borrow pit on the South Santiam Junction-Lebanon Road Section of the Pacific Freeway.

We investigated the damage referred to in your letter, and we will have our contractor repair this damage as soon as weather conditions will permit work in the area. We will fill in the eroded pocket with gravel materials.

In this connection, we are continuing our study of the situation with the object in view of preventing future damage of this nature.

I wish to thank you for bringing this matter to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Forrest Cooper
Mr. Tom Edwards

LHY:fp ae

FORM E-90 50M 11-58 18800

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 26, 1959

SUBJECT: Assignment 99-Y
South Santiam Junction-Lebanon Road Section
Contract No. 5170

To:
Mr. Tom Edwards
Construction Engineer
Department

The complaint made by Percy Walker through his Attorney, J. K. Weatherford, regarding erosion damage to his property has been investigated by this office.

The Percy Walker property lies adjacent to and on the easterly side of the easterly boundary of the Oak Creek borrow area on the subject project. This borrow area covers the overflow plane as well as the main channel of Oak Creek. The borrow excavation was started some 20 feet from the east line of the borrow area and extends to a depth of approximately 16 feet below the normal ground. During high water periods, the water gets out of the main channel and flows from the Walker property into the borrow area in a continuous stream to a width of six to seven hundred feet wide. This water, in flowing into the borrow area, increases velocity sufficient to start erosion of the cut slope. The erosion is not continuous but intermittently forms an erosion pocket which erodes toward the property line.

In one place the erosion has passed the property line, forming a pocket in the Walker property about 20 feet in diameter with a depth of 3 to 4 feet. The contractor has agreed to fill in this pocket with gravelly material from the borrow area. He will get the largest gravel available in this area, which will reduce the erosion in this particular area.

It is very logical to assume that in future flood periods the erosion in other areas will extend onto the Walker property. One method of preventing this would be to place a rock slope protection over the entire area. This being some 1,700 feet long and 16 feet deep would make the cost prohibitive. Another possible method would be to improve the channel of Oak Creek upstream to a condition where it would not flood the surrounding ground but all the water contained within the channel. This improvement of Oak Creek would have to extend some four or five hundred feet upstream through the Walker property.

Another thought would be to purchase three or four acres of additional property from Walker, letting the erosion occur with the thinking that by the time the erosion had extended one hundred feet onto the

CONSTRUCTION DIVISION
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Walker property the water would have reached a gradient which would not erode.

Before a definite plan can be submitted on this problem, additional investigation will have to be made. We have asked the Research Department to give us some recommendations in regard to the controlling of this erosion. As soon as the most economical and feasible plan is determined, we will submit another report on this matter.

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA:AM

MARK V. WEATHERFORD
J. K. WEATHERFORD
ORVAL N. THOMPSON
HARRISON M. WEATHERFORD

WEATHERFORD & THOMPSON
ATTORNEYS AT LAW
130 W. FIRST AVE.
ALBANY, OREGON

POST OFFICE BOX 467
PHONE WA 6-5255

May 14, 1959

REFERRED TO
Cooper
State Highway Engineer

Mr. W. C. Williams
State Highway Department
Salem, Oregon

Dear Sir:

Percy Walker, who owns the property immediately East and adjacent to the borrow pit property which you acquired through condemnation from R. C. Holloway, located in Section 28, Township 11, South Range 13 W.W.M., Linn County, has requested that we contact your commission with reference to damage which is being suffered by his property as a result of the channel change of Oak Creek made on the Holloway tract. He states that his property is being subjected to severe wash as a result of this channel change.

We would suggest that you arrange for your engineers to view this property at once and undertake whatever steps are required to prevent further erosion of the Walker property.

Very truly yours,

J K Weatherford

J. K. Weatherford

File
Reply

JKW:cm

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MAY 15 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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OREGON DISTRICT I-5-328(4)

5170 When replying, refer to
08-35.5

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

March 19, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Consumers Power Inc., Utility adjustments
Pacific Highway, South Albany to
McKenzie River

Dear Sir:

The supporting data submitted with your letters of Feb. 5th, 25th, and March 13, 1959, confirmed the fact that Consumers Power Inc., did comply with the provisions of Section 6 of PPM 30-4 in contracting part of their utility adjustments, with the exception of requesting prior approval from the State and Bureau. It therefore has been administratively agreed that the contract work is eligible for Federal participation, subject to the usual final audit of costs. This work has previously been authorized.

It is not the usual policy of this office to approve delayed submissions of this nature, but in this case, it is considered justified due to the fact that the oversight for requesting approval of contracting by the Utility was unintentional and your office was not aware of the contract work until the first billing was received.

We are pleased to note that you have corrected your procedure to control such omissions in the future.

The above contract work covers the following Federal-aid projects:

I-5-4(14)228,	Contract	5170
I-5-4(16)215,	"	5207 & 5208
I-5-4(18)211,	"	5293
I-5-4(19)204,	"	5329
I-5-4(20)198,	"	5339

File Robert

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

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MAR 20 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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MAR 19 1959
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March 18, 1959

1169

Mrs. Iretha Lansing
Route 1, Box 397
Albany, Oregon

Dear Mrs. Lansing:

I have had the various matters which you brought to our attention by your letter of March 6 looked into.

We are quite surprised that you feel that you cannot freely move your cattle and sheep across the highway while it is under construction. It was our understanding that a meeting was held between Mr. Lansing, our structural contractor at the Tallman overcrossing and our resident engineer in which arrangements were made to move your stock from one side of the highway to the other whenever you thought it necessary. I understand that this is, at present, a moot question, as your stock is now on the westerly side of the highway. I am sure you appreciate that it does take some time to construct the overcrossing structure, of which your equipment and stock crossing is a part. The falsework which is presently obstructing your passage underneath this structure will be out of the way in about a month and the roadway will be finished underneath the structure as soon as the weather permits.

It does appear that there are other methods of access available to the westerly portion of your property at the present time, one being by the contractor's haul road by way of a county road and the other utilising the existing farm lane under the northerly part of the overcrossing.

We have reviewed the drainage problem which you brought to our attention. It does not appear that to date you have been damaged. It is our intention to see that this drainage operates in such a manner as to drain your field as well as was done prior to our construction.

It is our intention to abide by the judgment handed down by the Court in the condemnation proceedings and we will take care of these matters as expeditiously as weather permits.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:fp:ae

cc to: Mr. Forrest Cooper
Mr. Tom Edwards
Mr. J. D. Walker

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

22-1068

Salem, Oregon
March 11, 1959

SUBJECT: Assignment 611-E
Lansing Complaint
Santiam Jct.-Lebanon Road Section
Pacific Highway
Contract No. 5170

To: Mr. Tom Edwards
Construction Engineer
Office

An inspection was made by the writer regarding the items mentioned in the Lansings' letter dated March 6, 1959. An effort was made to contact the Lansings but could find nobody at home at the time I was there.

The condemnation proceedings stipulated we would extend the structure over the Tallman Branch of the Southern Pacific Railroad southerly to provide a 20-foot roadway for the Lansings' use to be able to cross the Freeway. The plans all show this and provisions are being made for it but during the construction of the structure the construction work has blocked this area for the passage of any farm equipment. As soon as the structure is completed and weather permitting, this roadway will be completed satisfactorily for its intended use.

In the meantime there are two other means of getting farm equipment from one side of the highway to the other. One is by crossing the Freeway near the Oak Creek borrow or just south of the Lansings' property and using the haul road constructed by the grading contractor along the westerly side of the highway to the entrance into the Lansing property, which is adjacent to the railroad right of way.

The other way is to use the road on the northerly side of the railroad, going under the structure and crossing the railroad track at an existing crossing constructed by the grading contractor for his haul road to the point of entry of the Lansing property. The road along the northerly side of the railroad is the one mentioned in the Lansing letter as being kept open. This was kept open by the contractor, as it was an existing road. No construction work had to be done to make it serviceable and it has been in use constantly by the contractor during the construction of the structure.

As far as getting the cattle and sheep from one side of the highway to the other, this could be done at any time by herding them under the structure through the construction area. A meeting was held during the first part of February with Mr. Lansing, the contractor's Superintendent

Mr. Tom Edwards
Construction Engineer
Office

and the Resident Engineer at the site regarding the passage of his sheep under the structure. According to the Resident Engineer, it was agreed at that time by all parties present that at any time Mr. Lansing desired to move his sheep he would let the contractor know and the contractor would make his men available to assist in herding the sheep through the construction area. This could be done with very little difficulty. It was noted on the inspection trip that his sheep have now been moved from the east side of the highway to the west side of the highway.

The drainage in this area at the best is not too good, as the fields are quite flat. The fields have been draining into a ditch along the railroad track to a culvert under the railroad track about midway between the two highway overcrossing structures. The bridge contractor has not been too careful in keeping this drainage open. The ditch along the railroad track is blocked to the extent that water is standing in the ditch but not high enough to back up on the field. There is a small body of water standing in the field southerly of the railroad and easterly of the highway. The owner says this used to drain along a low area over which we have constructed our fill. This will be remedied when the grading contractor resumes work by constructing a ditch along the right of way from this area to the ditch along the railroad.

J. D. Walker
Division Engineer

By R D. Asburry

R. D. Asburry
Assistant Division Engineer

RDA:AM

PLEASE RETURN TO
FORREST COOPER

REFERRED TO
Cooper
By State Highway Engineer

Visit [illegible] [illegible]
[illegible] matter.

Route 1, Box 397
Albany, Oregon
March 6, 1959

Oregon State Hiway Commission
Salem, Oregon

Attn: Mr. Williams

Gentlemen:

When our condemnation suit came to court last July, your representatives told the Judge and jury that we would be given at least a twenty foot passage under the freeway and that the drainage would be better than before.

We have asked and asked your resident engineer to clear us passage so that we can get our cattle and sheep from the east side to the west side of the freeway. We were also hindered in finishing our fall planting and unfortunately all our farm land is on the westside of the Freeway.

Now the few acres of pasture on the eastside is eaten down so that we must have passage way to the westside or will have to sell our stock. Buying dry feed when we have acres of pasture going to waste on the westside, is out of the question.

Another unfair and not understandable situation is why the passage on the north side of the Albany-Lebanon railroad has been open, whiles ours on southside is closed. The only reason maybe that his condemnation suit hasn'T COME to court yet. We have already been dejected.

The drainage problem is terrible. Every time it rains, the fields are flooded as you have closed the natural flow of drainage. We have called Mr. King's attention to this many, many times and he promised to get something done about it, but When?

We must have access to our land on westside as granted in court and something done about water problem or the matter will be turned over to our attorney.

Yours truly,

Earl E Lansing
Iretha Lansing
Iretha Lansing

RECEIVED
MAR 9 1959
SALSON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 9 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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FEB 26 1959
FOR FILING

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5170

February 25, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In response to the verbal request of Mr. Hike to Mr. Baker, for additional information regarding bids received by Consumers Power, Inc., for contract work on their power lines between Albany and the McKenzie River, we are enclosing three copies of analysis of bids received prepared by the Company.

Projects involved in the power line adjustments are:

Contract No.	Section	Project
5170	Santiam Jct.-Lebanon Road	I-5-4(14)228
5237	Saddle Butte-Twin Buttes	I-5-4(16)215
5238	Lebanon Road-Saddle Butte	I-5-4(16)225
5293	Twin Buttes-Belts Road	I-5-4(18)211
5329	Belts Road-Lane Co. Line	I-5-4(20)204
5339	Linn Co. Line-McKenzie River	I-5-4(20)198

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

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FEB 26 1959
FOR FILING

I-5-4)

5170

February 25, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In response to the verbal request of Mr. Pike to Mr. Baker, for additional information regarding bids received by Consumers Power, Inc., for contract work on their power lines between Albany and the McKenzie River, we are enclosing three copies of analysis of bids received prepared by the Company.

Projects involved in the power line adjustments are:

Contract No.	Section	Project
5170	Santiam Jct.-Lebanon Road	I-5-4(14)228
5237	Saddle Butte-Twin Buttes	I-5-4(16)225
5238	Lebanon Road-Saddle Butte	I-5-4(16)225
5293	Twin Buttes-Halsey Road	I-5-4(18)211
5329	Halsey Road-Lane Co. Line	I-5-4(21)204
5339	Lane Co. Line-McKenzie River	I-5-4(23)198

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

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FOR FILING

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5170

file

Feb. 16, 1959

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $8,285.68 which has been filed with the Secretary of State by Rhoten, Rhoten & Speerstra on behalf of Don Greene Construction, Inc., for equipment rental and moving charges furnished to J. N. Conley, Portland, on our Contract No. 5170, for grading the Santiam Junction-Lebanon Road Section in Linn County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em
Attach.

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

J. N. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

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NOTICE OF CLAIM

TO: Oregon State Highway Commission
State of Oregon
Salem, Oregon

J. W. Conley
General Contractor
1332 N. E. [illegible] Court
Portland 13, Oregon

General Insurance Company of America
Conly & Co., Oregon Resident Agents
Board of Trade Building
Portland, Oregon

Notice is hereby given that Don Greene Construction, Inc., has a claim for equipment furnished to J. W. Conley, Contractor, under a rental agreement for use in construction and repair of Highway 99E under Oregon State Highway Commission Contract No. 5170, and claim is made in the sum of $8,100.00 rental due for three pieces of equipment furnished plus the sum of $185.68 moving charges or a total of $8,285.68, claim against the said J. W. Conley and the bond taken from General Insurance Company of America, dated May 7, 1958, for the work in construction of the Santiam Junction-Lebanon Road section of Pacific Highway 99E as more particularly described and set forth in State Highway Commission Contract No. 5170, which said contract is by reference incorporated herein and made a part hereof.

No part of said claim has been paid and six months have not expired following acceptance of the work by the State Highway Commission.

DON GREENE CONSTRUCTION, INC.

By Don Greene
President

File No 5628

FILED
JAN 28 1959
[illegible]

Page 1 - NOTICE OF CLAIM

STATE OF OREGON }
County of Marion } ss.

I, Don Greene, being first duly sworn, on oath say: That I am the president of Don Greene Construction, Inc., and am authorized to make this claim on behalf of said corporation, and state that the foregoing claim is true, correct, and valid as I verily believe.

Subscribed and sworn to before me this 22 day of January, 1959.

Notary Public for Oregon
My commission expires [illegible]

File # 5628

FILED
JAN 28 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
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FOR FILING

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5170

files

Feb. 16, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Geo. C. Stephens
Public Records Section

Dear Sir:

Thank you for your letter of Jan. 28, 1959, which had attached to it three copies of a claim in the sum of $8,285.68, filed in your office by Rhoten, Rhoten & Speerstra on behalf of Don Greene Construction, Inc., for equipment rental and moving charges furnished to J. N. Conley on our Contract No. 5170, your file No. 3628.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:om

NOTED ON CARD
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STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

January 28, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from Rhoten, Rhoten & Speerstra, Attorneys at Law, Salem, Oregon, a notice of claim by Don Greene Construction, Inc. for equipment furnished to J. N. Conley, Contractor for rent of equipment in the sum of $8,100.00 and $185.68 for moving charges against the bond taken from J. N. Conley, principal and General Insurance Company of America, surety for the work in construction of the Santiam Highway 99E.

State Highway Commission, Contract No. 5170.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo. A. Stephens
Public Records Section

GS:er
Enc.

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FEB 13 1959
OREGON
STATE HIGHWAY COMMISSION

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I-328(4)

5170

February 5, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Construction of the Pacific Highway Freeway in Linn and Lane Counties requires moving and adjusting of power lines and facilities of the "Consumers Power Inc." This organization is a rural electric cooperative system which has made use of federal financing under provisions of the Rural Electrification Act of 1936 as amended. As the lines and facilities of this cooperative are situated on their own right of way, it becomes the obligation of the state to pay the cost of necessary moves and adjustments.

Under terms of your Policy and Procedure Memorandum 30-4 dated December 31, 1957, the state is entitled to federal reimbursement in the proper ratio for its expense in such work, providing the specified regulations are followed. As far as I can ascertain the provisions of the PPM were complied with, with the exception that a portion of the work done by the cooperative was done by a contract which did not have the prior approval of the State and the B.P.R. In this instance the work was accomplished under a so-called continuing contract which is the manner by which all of the cooperative's construction is undertaken. The state had no knowledge that the work was being contracted until the first billing was received a few weeks ago.

The power line moves and adjustments involve the following contracts:

Cont. No.	Section	Project	Est. to Move Power Lines	Date of BPR Approval to Proceed with Power Line Moves
5170	Santiam Jct.-Lebanon Rd.	I-5-4(14)228	$ 1,265	5-7-58
5207	Saddle Butte-Twin Buttes	I-5-4(16)215	1,870	8-22-58
5208	Lebanon Rd.-Saddle Butte	I-5-4(16)215	1,444	8-21-58
5293	Twin Buttes-Belts Rd.	I-5-4(18)211	216	8-22-58
5329	Belts Road-Lane Co. Line	I-5-4(20)204	911	9-8-58
5339	Linn Co. Line-McKenzie R.	I-5-4(20)198	19,946	10-6-58

We are enclosing herewith a copy of the cooperative's contract, a copy of the three lowest bids that were received and a letter of justification from the cooperative giving their reasons for handling the work in this manner.

It is requested that you review this matter and advise us as to whether or not we can expect Bureau participation because of this unintentional oversight. For your information we have altered our procedures so as to control this type of thing in the future.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RLP:bb

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Files

NORMAN B. KOBIN
ATTORNEY AT LAW
PORTLAND TRUST BUILDING
PORTLAND 4, OREGON

CAPITOL 3-1108

January 28, 1959

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query
Secretary
Re: Contract No. 5170
J. N. Conley, Contractor

Gentlemen:

We have received notice that Don Greene Construction, Inc. has filed a Notice of Claim with you on our bond, on the above noted job, in the amount of $8,285.68.

So that you will have a background in this matter, we wish to advise you that during the month of November, 1958, we forwarded the claimant our check in the amount of $6,818.86 as payment of any equipment rental.

Don Greene Construction, Inc. has, however, objected to the amount of this check, although it has failed to return same to us. There is a dispute, therefore, which exists between the claimant and the contractor which we sincerely trust will be settled without resorting to the courts.

Very truly yours,

Norman Kobin

NORMAN B. KOBIN

NOTED
FLOYD QUERY

NBK:lo

cc: Mr. J. N. Conley
General Insurance Company of America
c/o Dooly and Co.

Cec,

Edith -
please do → note on card
C.H.

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C. W. [illegible]
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JAN 29 1959
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STATE HIGHWAY COMMISSION

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JAN 23 1959
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5170

January 27, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a Notice of Claim for filing, received from Rhoten, Rhoten & Speerstra, Attorneysat Law, Salem, on behalf of Don Greene Construction, Inc., for equipment rental in the amount of $8,285.68, furnished to J. N. Conley on our Contract No. 5170 for grading the Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

NOTED ON CARD
em

NOTICE OF CLAIM

TO: Oregon State Highway Commission
State of Oregon
Salem, Oregon

J. N. Conley
General Contractor
4332 N. E. Royal Court
Portland 13, Oregon

General Insurance Company of America
Dooly & Co., Oregon Resident Agents
Board of Trade Building
Portland, Oregon

Notice is hereby given that Don Greene Construction, Inc., has a claim for equipment furnished to J. N. Conley, Contractor, under a rental agreement for use in construction and repair of Highway 99E under Oregon State Highway Commission ConTract No. 5170, and claim is made in the sum of $8,100.00 rental due for three pieces of equipment furnished plus the sum of $185.68 moving charges or a total of $8,285.68, claim against the said J. N. Conley and the bond taken from General Insurance Company of America, dated May 7, 1958, for the work in construction of the Santiam Junction-Lebanon Road section of Pacific Highway 99E as more particularly described and set forth in State Highway Commission Contract No. 5170, which said contract is by reference incorporated herein and made a part hereof.

No part of said claim has been paid and six months have not expired following acceptance of the work by the State Highway Commission.

DON GREENE CONSTRUCTION, INC.

By Don Greene
President

STATE OF OREGON)
) ss.
County of Marion)

I, Don Greene, being first duly sworn, on oath say: That I am the president of Don Greene Construction, Inc., and am authorised to make this claim on behalf of said corporation, and state that the foregoing claim is true, correct, and unpaid as I verily believe.

Don Greene Pres.

Subscribed and sworn to before me this 22 day of January, 1959.

Richard W. Jalin
Notary Public for Oregon
My commission expires 10-8-61

A

RECEIVED
JAN 2[illegible] 1959
FOR FILING

I-328(4)

5170

January 27, 1959

Rhoten, Rhoten & Speerstra
Attorneys at Law
Pioneer Trust Building
Salem, Oregon

Attention: Mr. E. W. Potter

Gentlemen:

This will acknowledge your letter of January 23, 1959, and the attached notice of claim of Don Green Construction, Inc., for equipment rental totalling $8,285.68 furnished to J. N. Conley in connection with our Contract No. 5170 for grading the Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County.

So that there will be no misinterpretation of the law, we are forwarding this claim for filing to the Secretary of State. In the meantime, the claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

Edith —
Please tag card to notify me when contract is completed
CFC

Floyd —
I have made note to notify Attys. when claim has been filed with Sec. of State.
CFC

NOTED ON CARD
lm

RHOTEN, RHOTEN & SPEERSTRA
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
SALEM, OREGON

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER
RICHARD W. SABIN

January 23, 1959

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. Floyd Query
Secretary

Re: J. N. Conley Contract
No. 5170

Gentlemen:

Enclosed herewith is claim against the bond of J. N. Conley in connection with the Oregon State Highway Contract No. 5170.

Will you please file the claim against the bond? We would very much appreciate it if you would notify us the date the same is filed.

Thank you for your courtesy and prompt reply to our request for the copy of the bond which was sent to us with your letter dated January 16, 1959.

If it is possible for you to do so, we would appreciate being notified when the project is completed and the work accepted by the Highway Department.

Yours very truly,

RHOTEN, RHOTEN & SPEERSTRA

By Erv Potter

EWP:mf
Certified Mail
Encls.
cc: J. N. Conley, General Contractor
cc: Mr. Norman B. Kobin
cc: General Insurance Co. of America
Attention: Mr. R. N. Dooly

RECEIVED
JAN 26 1959

RECEIVED
JAN 19 1959
FOR FILING

I [illegible]

3170

~~[illegible]~~ A

filed

January 16, 1959

General Insurance Co. of America
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

We have received an affidavit of Don Greene Construction, Inc., Salem, in connection with their claim in the amount of $8,285.66 against the contract and bond for furnishing of equipment to J. R. Conley, Portland, prime contractor on our State Highway Contract No. 3170. This contract is for grading the Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Dooly & Co.
Board of Trade Building
Portland 4, Oregon

J. R. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD

RECEIVED
JAN 19 1959
FOR FILING

I 328 (A)

5170

E.W. – Potter
~~Card~~
filed

January 16, 1959

Rhoten, Rhoten & Speerstra
Attorneys at Law
Pioneer Trust Building
Salem, Oregon

Attention: Mr. E. W. Potter

Gentlemen:

This will acknowledge your letter and the affidavit of Don Greene in connection with his claim against the contract and bond for furnishing of equipment to J. N. Conley, prime contractor on our State Highway Contract No. 5170.

As requested, we are attaching a certified copy of the said contract and bond.

We have conferred with our contract section in the Office Engineering Division and they have informed us that this project is approximately 66 percent completed.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

NOTED ON CARD
am

RHOTEN, RHOTEN & SPEERSTRA
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
SALEM, OREGON

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER
RICHARD W. SABIN

January 12, 1959.

CERTIFIED MAIL
Return Receipt
Requested

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Linn Co

Re: J. N. Conley Contract #5170

Gentlemen:

Enclosed herewith is the affidavit of Mr. Don Greene of Don Greene Construction, Inc., in connection with his claim against the contract and bond for furnishing of equipment to J. N. Conley in connection with the work involved in Oregon State Highway Commission contract #5170.

Will you please consider this letter and the affidavit accompanying it a formal application for a certified copy of the said contract and the bond in connection therewith? ck

Will you please notify us if and when the work performed under the contract was accepted so that we will be able to file notice of claim within the time allowed by law?

Not completed
66%
as of 1-15-59

Yours truly,

RHOTEN, RHOTEN & SPEERSTRA

By Erv Potter

EWP:nw
cc: General Insurance Company
of America
Mr. Norman B. Kobin
Attorney at Law
Portland Trust Building
Portland 4, Oregon

Cec,
see me re this
J.E.

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

NOTED ON CARD
ERN

AFFIDAVIT

STATE OF OREGON,)
) ss.
County of Marion.)

I, DON GREENE, president of Don Greene Construction, Inc., being first duly sworn, on oath depose and say:

That heretofore and on and between September 12, 1958, and October 9, 1958, Don Greene Construction, Inc., furnished to J. N. Conley, general contractor of Portland, Oregon, three pieces of equipment under a rental agreement for use in construction and repair of Highway 99E under Oregon State Highway Commission Contract #5170.

That there is due and owing to Don Greene Construction, Inc., from J. N. Conley the sum of $8,100.00 rental plus the sum of $185.68 moving charges, or a total of $8,285.68, no part of which has been paid.

I make this affidavit in support of my formal application for a copy of the said contract and the bond between the State of Oregon acting by and through its State Highway Commission and the said J. N. Conley preparatory to filing of a formal claim.

Don Greene Pres.

Subscribed and sworn to before me this 12 day of January, 1959.

Ervin W. Potter
Notary Public for Oregon
My Commission Expires: Sept 9, 1959

AFFIDAVIT

RECEIVED
DEC 19 1958
FOR FILING

I [illegible] (4)

A

December 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering construction of a walkway under the structure adjacent to the Albany Ditch on the Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County, Contract No. 5170, in connection with Federal Aid Project No. I-5-4(14)228 /I-328(4)/.

This work is necessary for the safety of P. P. & L. Co. inspectors in their work after the highway is completed. The need for a footpath was determined after the contract was awarded.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

RECEIVED
NOV 13 1958
FOR FILING

Contract 5170

COPY SENT
NOV 17 1958
Washington

Monthly transaction number	Fo R-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
Project report number I-328 (4)	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Linn**
		Project number **I-5-4(14)228** **Old I-328(4)**

5170 The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **August 26**, 19**58**, is hereby modified as follows:

XXXXXXX estimated total cost of project $ **952,823.00**

XXXXXXX Federal funds $ **879,000.00**

Other revisions

To correct effective date of authorization for preliminary engineering to read 2-7-58 and construction to read 3-12-58 in place of those shown on the original project agreement dated August 26, 1958.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **17** day of **November**, 19**58**.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

USComm-DC 11170

RECEIVED
NOV 13 1958
FOR FILING

Contract 5170

NOV 17 1958
Washington

Monthly transaction number	Fo R-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
Project report number ~~I-328(4)~~ **8**	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Linn**
		Project number **I-5-4(14)228** **Old I-328(4)**

5170 The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **August 26**, 19**58**, is hereby modified as follows:

XXXXXXXX estimated total cost of project	$ **952,823.00**
XXXXXXXX Federal funds	$ **879,000.00**

Other revisions

To correct effective date of authorization for preliminary engineering to read 2-7-58 and construction to read 3-12-58 in place of those shown on the original project agreement dated August 26, 1958.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **17** day of **November**, 19**58**.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

~~Title~~ **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By CGPolk
C. G. Polk
Division Engineer

November 12, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreements, signed by the Highway Commission, for the Santiam Jct.-Lebanon Road Section, Project No. I-5-4(14)228.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Deputy State Highway Engineer

RNC:mfh

Monthly Transaction No. RECEIVED AUG 27 1958 9-18	Form 2 (9-1[illegible]) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
		County Linn
Project Report No. 7 I-327(4)	FEDERAL-AID PROJECT AGREEMENT	Project No. I-5-4(14)228 Old I-328(4)

570 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Santiam Hwy. Jct.-Lebanon Road Jct. - South end I-328(3)
South approximately 5.1 miles on U.S. 99

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	2-6-58	-------
Rights-of-Way		
Construction	2-6-58	5.051
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 952,823.00	$ 879,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By ______________

State Highway Engineer
(title)

By ______________
(title)

By ______________
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer August 26, 1958

USComm-DC 40257

August 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Santiam Highway Jct.-Lebanon Road Jct. Section, Project No. I-5-4(14)228.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:mas

July 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Santiam Junction-Lebanon Road Section, Project No. I-5-4(14)228, (Old) I-328(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RFC:lmw

Oregon State Highway Department

Federal Aid
Project No. I-5-4 (14) 228
(Old) I-328 (4)

SANTIAM JUNCTION - LEBANON ROAD SECTION OF THE

PACIFIC HIGHWAY IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

Type Code P. E.

Preliminary Engineering	All	Required		20,000.00

Type Code 0010
Roadway (Sta. 1130+00 to Sta. 1401+00) (Contract No. 5170)

Clearing and Grubbing	All	Required		50,000.00
Drainage Excavation, Unclassified	5,200	cu.yds.	2.00	10,400.00
Special Borrow Excavation, Unclassified	1,331,000	cu.yds.	.30	399,300.00
General Excavation, Unclassified	13,400	cu.yds.	.30	4,020.00
Short Overhaul	7,790,000	yd.sta.	.005	38,950.00
Long Overhaul	710,000	C-yd sta.	.20	142,000.00
Blade Grader	300	Hours	12.00	3,600.00
Tractor and Dozer	300	Hours	14.50	4,350.00
Loading and Placing Topsoil	12,800	cu.yds	.55	7,040.00
Finishing Roadbed and Slopes	5.05	miles	840.00	4,242.00
15-inch Corrugated Metal Pipe	420	lin.ft	3.70	1,554.00
78-inch Corrugated Metal Pipe	66	lin.ft	75.00	4,950.00
12-inch Concrete Pipe	650	lin.ft	1.90	1,235.00
15-inch Concrete Pipe	2,200	lin.ft	3.00	6,600.00
18-inch Concrete Pipe	560	lin.ft	3.50	1,960.00
24-inch Concrete Pipe	3,100	lin.ft	5.00	15,500.00
30-inch Concrete Pipe	1,380	lin.ft	7.00	9,660.00
36-inch Concrete Pipe	2,180	lin.ft	8.50	18,530.00
42-inch Concrete Pipe	1,740	lin.ft	11.00	19,140.00
22-inch Arch Type Corrugated Metal Pipe	360	lin.ft	4.80	1,728.00
36-inch Arch Type Corrugated Metal Pipe	50	lin.ft	9.00	450.00
15-inch Culvert End Section	70	Only	32.00	2,240.00
18-inch Culvert End Section	4	Only	40.00	160.00
24-inch Culvert End Section	26	Only	65.00	1,690.00
30-inch Culvert End Section	12	Only	98.00	1,176.00
36-inch Culvert End Section	18	Only	160.00	2,880.00
42-inch Culvert End Section	14	Only	225.00	3,150.00
22-inch Arch Type Culvert End Section	4	Only	36.00	144.00
Class "A" Concrete	132	cu.yds.	48.50	6,402.00
Metal Reinforcement	19,400	lbs.	.135	2,619.00

Type 2 Fence	4,400 Rods	5.00	22,000.00
16' x 48" Metal Gates	2 Only	100.00	200.00
20' x 48" Metal Gates	12 Only	100.00	1,200.00
Coarse Crushed Material in Base	12,100 Tons	1.75	21,175.00
3/4" - 0 Material in Base	1,900 tons	1.85	3,515.00
Sprinkling	1,000 M-Gal	2.00	2,000.00
Furnishing and Placing Aggregates	340 tons	3.15	1,071.00
200-300 Asphalt	40 tons	47.25	1,890.00
			$ 818,721.00
Flagging (57½% of Contractors Cost)	All Required		5,000.00
Seeding and Mulching	All Required		7,300.00
Work by Bonneville Power Admin	All Required		13,200.00
Work by Consumers Power Co.	All Required		3,800.00
	Subtotal		$ 848,021.00
	10% Engr. & Cont		84,802.10
	TOTAL		932,823.10

Length of Roadway . . . . 5.051 miles
Length of Structures . . . . 0.082 mile (Exceptions)
Total Length . . . . 5.133 miles
Cost of Roadway $184,680.87
Per Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$20,000.00	$18,000.00	$ 2,000.00
Roadway	932,823.10	861,000.00	71,823.10
	$ 952,832.00	$ 879,000.00	$ 73,832.00

State Funds For Const: Chap 175, Laws 1917; Chap 31, Laws 1920;
Chap 529, Laws 1939.
State Funds for Maint: Chap 529, Laws 1939.

SANTIAM JUNCTION - LEBANON ROAD SECTION

PROJECT NO. I-328 (4) (NEW) I-5-4(14)228

(Estimated Cost of Work to be done by Consumers Power Incorporated.)

Station 1271+98.69

Labor		$ 1,947.00
Materials		1,020.00
Salvage Credit		350.00 cr.
Betterment Credit		74.00 cr.
	(OSHD 100%)	$ 2,543.00

Station 1379+35

Labor		$ 1,966.00
Materials		1,001.00
Salvage Credit		350.00 cr.
Betterment Credit		87.00 cr.
		$ 2,530.00
	(OSHD 50%)	$ 1,265.00
	TOTAL	$ 3,808.00
	Use	$ 3,800.00

Oregon State Highway Department

Federal Aid
Project No. I-328(4)

SANTIAM JUNCTION-LEBANON ROAD SECTION OF THE PACIFIC HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 11, 1958

Type Code P. E.

Preliminary Engineering	All Required	$	$ 20,000.00

Type Code 0010
Roadway (Sta. 1130+00 to Sta. 1401+00)

Clearing and Grubbing	All	Required	$	$ 25,000.00
Drainage Excavation, Unclassified	5,200	cu. yds.	2.50	13,000.00
Special Borrow Excavation, Unclassified	1,331,000	cu. yds.	0.23	306,130.00
General Excavation, Unclassified	13,400	cu. yds.	0.30	4,020.00
Short Overhaul	7,790,000	yd. sta.	0.0075	58,425.00
Long Overhaul	710,000	C-yd.sta.	0.30	213,000.00
Blade Grader	300	hours	11.00	3,300.00
Tractor and Dozer	300	hours	16.00	4,800.00
Loading and Placing Topsoil	12,800	cu. yds.	0.75	9,600.00
Finishing Roadbed and Slopes	5.05	miles	1,500.00	7,575.00
15-inch Corrugated Metal Pipe	420	lin. ft.	4.25	1,785.00
78-inch Corrugated Metal Pipe	66	lin. ft.	46.00	3,036.00
12-inch Concrete Pipe	650	lin. ft.	2.00	1,300.00
15-inch Concrete Pipe	2,200	lin. ft.	3.25	7,150.00
18-inch Concrete Pipe	560	lin. ft.	3.75	2,100.00
24-inch Concrete Pipe	3,100	lin. ft.	5.25	16,275.00
30-inch Concrete Pipe	1,380	lin. ft.	6.75	9,315.00
36-inch Concrete Pipe	2,180	lin. ft.	9.00	19,620.00
42-inch Concrete Pipe	1,740	lin. ft.	12.00	20,880.00
22-inch Arch Type Corrugated Metal Pipe	360	lin. ft.	5.25	1,890.00
36-inch Arch Type Corrugated Metal Pipe	50	lin. ft.	12.00	600.00
15-inch Culvert End Section	70	only	30.00	2,100.00
18-inch Culvert End Section	4	only	35.00	140.00
24-inch Culvert End Section	26	only	60.00	1,560.00
30-inch Culvert End Section	12	only	85.00	1,020.00
36-inch Culvert End Section	18	only	125.00	2,250.00
42-inch Culvert End Section	14	only	200.00	2,800.00
22-inch Arch Type Culvert End Section	4	only	35.00	140.00
Class "A" Concrete	132	cu. yds.	45.00	5,940.00
Metal Reinforcement	19,400	lbs.	0.14	2,716.00
Type 2 Fence	4,400	rods	5.00	22,000.00
16' x 48" Metal Gates	2	only	100.00	200.00
20' x 48" Metal Gates	12	only	125.00	1,500.00

Coarse Crushed Material in Base	12,100 tons	$ 1.50	$ 18,150.00
3/4" - 0 Material in Base	1,900 tons	1.65	3,135.00
Sprinkling	1,000 M-gal.	3.00	3,000.00
Furnishing and Placing Aggregates	340 tons	2.65	901.00
200-300 Asphalt	40 tons	47.00	1,880.00
			$798,233.00
Flagging (57½% of Contractors Cost)	All Required		5,000.00
Seeding and Mulching	All Required		7,300.00
Work by Bonneville Power Adm.	All Required		13,200.00
Work by Pacific Telephone and Telegraph Co.	All Required		150.00
Work by Consumers Power Company	All Required		475.00
		Subtotal	$824,358.00
		10% Engr. & Cont.	82,435.80
		Total	$906,793.80

Length of Roadway	5.051 mile
Length of Structures	0.082 mile (Exception)
Total Length	5.133 mile
Cost of Roadway Per Mile	$179,527.57

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 20,000.00	$ 18,000.00	$ 2,000.00
Roadway	906,793.80	837,000.00	69,793.80
	$926,793.00	$855,000.00	$71,793.80

RECEIVED
SEP 19 1958
FOR FILING

77

September 18, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224, 238 covering seeding and mulching on the Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County, Contract No. 5370, in connection with Federal Aid Project No. I-5-4(14)238 [I-5-3(14)].

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews to do the work more economically than by separate contract.

Your approval of this order at agreed unit prices under the provisions of PPM 21-4.3 is requested.

The total estimated amount of the order is $5,450 with Federal participation of $5,035.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Encl.

When replying, refer to:
08-35.5

5-10

August 12, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-4(14)228,
Santiam Junction-Lebanon Road
Section, Pacific Highway

Dear Sir:

Please refer to our letter of July 15, 1958, above subject, covering Consumers Power Inc.'s adjustment of pole lines on the Corvallis-Lebanon Road.

Our Washington office has ruled that apparently the agreement for the State to pay fifty percent of the cost of such work was a compromise solution and was not based upon any legal obligation of the State. Therefore, such cost is not eligible for Federal participation and should be considered non-participating.

The above pertains to Estimate No. 2 of the power company's estimate which lists the State's share in the amount of $1,265.00.

Very truly yours,

C. G. Polk
Division Engineer

Orig to SNP

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
FOR FILING

5170

July 22, 1958

Pacific Telephone and Telegraph Company
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone & Telegraph Co.
Telephone Line Adjustment
Santiam Jct.-Lebanon Rd. Jct. Sec.
Pacific Highway (Linn Co.)

Gentlemen:

Reference is made to moving of one of your poles at the Brownsville-Albany County Road crossing on the above entitled project.

It appears that after your line was relocated in accordance with the requirements of the Highway Department, a right of access was granted to the property owners from the highway to an existing county road and that the pole in question was already located near the center line of the point of the grant of access so that it has become necessary for this pole to be relocated at an estimated cost of less than $50.00.

The purpose of this communication is to advise you that the Highway Commission will compensate you for the cost of the moving, and it is requested that your billing be submitted to Mr. J. D. Walker, Division Engineer, State Highway Building, Salem, Oregon.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. J. D. Walker
File No. R-25593

RECEIVED
1958
OFFICE OF
[illegible] ENGINEER

RECEIVED
[illegible]
FOR FILING
[illegible]

When replying, refer to:
08-33.4

408 State Highway Bldg.
Salem, Oregon

July 15, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have received your Order for State Force Work No. 285 covering moving of Consumers Power Inc. pole lines at the Corvallis-Lebanon and Albany-Brownsville roads in connection with Project I-5-4(14)228, Santiam-Junction-Lebanon Road section, Pacific Highway.

The portion of the order pertaining to the Albany-Brownsville road is approved and you are authorized to proceed with the described work.

The portion of the order pertaining to the Corvallis-Lebanon road will require a further policy decision, due to the mistaken occupancy of the right-of-way by the power company. However, you are authorized to proceed with the work involved pending decision as to the amount of the Federal obligation.

Very truly yours,

C. G. Polk
Division Engineer

NOTED

Orig to SHP

RECEIVED
JUL 15 1958
FOR FILING

[illegible]

08-35.2

5170

July 14, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have received and approved your agreement with Bonneville Power Administration covering adjustments to their transmission facilities in connection with Project I-5-4(14)238, Santiam Highway-Lebanon Road section of the relocated Pacific Highway.

This letter will constitute your authorization to proceed with the work as described.

Very truly yours,

C. G. Polk
Division Engineer

[illegible]
FORREST COOPER

Orig to SHP

FORM E-30K—27,500—6-57—6884

RECEIVED

FOR FILING

I-328/4

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1958

5170

SUBJECT:

To: Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

The subcontract between J. N. Conley and Albany Rock Products covering Items 34, 35, 37 and 38 on the Santiam Jct.-Lebanon Road Contract, No. 5170, Oregon I-328 (4) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh
Attachments

cc: Forrest Cooper
C. G. Polk (2)

Note: Three previous subcontracts amounting to $135,588. This one $27,651 for a total of $163,239 or 19.9%

RECEIVED
JUN 26 1958
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1958

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

The subcontract between J. N. Conley and Dale Clarambeau covering Items 31 to 33 inclusive on the Santiam Jct.-Lebanon Road Contract, No. 5170, Oregon I-328 (4) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh
Attachments

cc: Forrest Cooper
C. G. Polk (2)

Note: Two previous subcontracts amounting to $112,168. This one for $23,400 making a total of $135,588 or 16.6%

RECEIVED
JUN 26 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 27 1958
FOR FILING

[illegible]

5170

June 24, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering flagging for railroad protection on the Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County, Contract No. 5170, in connection with Federal Aid Project No. I-5-4(14)228.

The contract provides that "The railroad company will furnish, at the expense of the State, such engineer-inspectors, watchmen or flagmen as it may deem necessary to safeguard railroad property and to supervise prosecution of that portion of the work within the limits of its right of way". The contractor has assumed the flagging by agreement with the railroad company. A copy of the agreement is attached.

Reimbursement is to be made to the contractor on 100% basis under this order instead of the 57½% for the normal flagging operation.

It is also possible that the flagging time and expense will be less than if done by the railroad.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

RECEIVED

FORM 5-30X—37,500—9-47—3964

I-328(4)

5170

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 17, 1958

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

The subcontract between J. N. Conley and Builders Supply Co. covering Items 2, and 11 through 28 inclusive on the Santiam Junction-Lebanon Road Contract, No. 5170, Oregon I-328 (4) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh
Attachment

cc: Forrest Cooper
C. G. Polk (2)

Note: One previous subcontract in the amount of $9,021.00
This subcontract for $103,147 for a total of $112,168 or 13.7%

RECEIVED

FORM E-30X—37,000—8-57—9884

FOR ROAD
I-328(4)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 18, 1958

5170

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

The subcontract between J. N. Conley and Snook Brothers covering Items 29 and 30 on the Santiam Junction-Lebanon Road Contract, No. 5170, Oregon I-328 (4) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh
Attachment

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract on this project in the amount of $9,021 or 1.1%

RECEIVED
FOR FILING

When replying, I-328 (4)
refer to 08-35.4-0

June 6, 1958

5775

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon I-5-4(14)228, Santiam Jct.-Lebanon Road Section of the Pacific Highway.

Dear Sir:

We have received documents which, with some additions, will constitute State-utility agreements covering adjustments of power line installations on the above project.

To complete the agreement with Consumers Power, Inc., certain right-of-way markings on map 78-12-20 as described in Mr. DeSouza's April 24 letter, are still needed. We have three unmarked copies of the map.

In connection with the agreement with Bonneville Power Administration, we still need drawings showing the location and nature of proposed adjustments.

You are authorized to proceed with the utility work as of May 7, 1958, the date of contract award. Reimbursement can be claimed for work performed subsequent to the authorization date.

Projects involving utility work and which are awarded after May 20, 1958, will be handled in accordance with our letter of that date.

Very truly yours,

C. G. Polk
Division Engineer

By:

E. H. Cowan
Acting Division Engineer

Orig to SHP

RECEIVED
FOR FILING

When replying,
refer to 08-35.4-0

June 6, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon I-5-4(14)228, Santiam Jct.-
Lebanon Road Section of the
Pacific Highway.

Dear Sir:

We have received documents which, with some additions, will constitute State-utility agreements covering adjustments of power line installations on the above project.

To complete the agreement with Consumers Power, Inc., certain right-of-way markings on map 7B-12-20 as described in Mr. DeSouza's April 24 letter, are still needed. We have three unmarked copies of the map.

In connection with the agreement with Bonneville Power Administration, we still need drawings showing the location and nature of proposed adjustments.

You are authorized to proceed with the utility work as of May 7, 1958, the date of contract award. Reimbursement can be claimed for work performed subsequent to the authorization date.

Projects involving utility work and which are awarded after May 20, 1958, will be handled in accordance with our letter of that date.

Very truly yours,

C. G. Polk
Division Engineer

By:

E. H. Cowan
Acting Division Engineer

Orig to SHP

RECEIVED
MAY 23 1958
FOR FILING

I-328(4)

5170

May 22, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State share of flagging costs on the Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County, Contract No. 5170, in connection with Federal Aid Project No. I-5-4(14)228 [I-328(4)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
DRP:cr

RECEIVED
MAY 23 1958
FOR FILING
I-5(14)
577

May 22, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. [illegible], covering relocating Consumers Power, Inc. pole line at the Albany-Brownsville Road on the Santiam Junction-[illegible] Road Section of the Pacific Highway in Linn County, Contract No. 5170, in connection with Federal Aid Project No. I-5-4(14)228 [I-[illegible](14)].

This work is necessary to clear for construction. This item was included in the project agreement with supporting data. For your convenience we are enclosing one copy each of the Assistant Counsel's letter setting forth the obligation of the State and the Utility estimate.

Your approval of this order under the provisions of PPM 30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

RECEIVED
MAY 23 1958

FOR FILING

I-5-4(11)

[illegible]

May 22, 1958

Mr. [illegible]. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 205 covering relocating Consumers Power Inc. pole line on The Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County, Contract No. 5170, in connection with Federal Aid Project No. I-5-4(11)233, [I-[illegible]].

This work is necessary to clear for construction. This order covers work of Consumers Power Inc. at the Corvallis-Lebanon Road interchange for which the State is obligated to pay 50% according to the attached copy of Assistant Counsel's letter. A copy of the Utility estimate is also attached for your convenience. This item was included in the project agreement with supporting data.

Your approval of this order under the provisions of PPM 30.4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

FORM 2-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAY 21 1958
FOR FILING

2: 328(4)

May 20, 1958

J. N. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5170, awarded May 7, 1958, for grading on the Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAY 19 1958
FOR FILING
[illegible] (4)

May 15, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 2, 1958, on Contract No. 5170, Santiam Junction-Lebanon Road Section, in Linn County, in connection with Federal Aid Project No. I-5-4(14)228 [I-328(4)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

RECEIVED
MAY 13 1958
FOR FILING

May 7, 1958

J. N. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958, accepted your proposal for grading on the Santiam Junction-Lebanon Road Section of the Pacific Highway, in Linn County for the sum of $818,721 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5170.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 7, 1958

J. N. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

Contract for grading the Santiam Jct. -Lebanon Road Section of the Pacific Highway, Linn County for which you submitted low bid on March 27, 1958 awarded you today.

Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

llc
cc: Accounting (5003-900)
C. W. Head
Files

RECEIVED
MAY 5 1958
FOR FILING

I-328(4)

5-70

I-328(4)

May 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Santiam Junction-Lebanon Road Section of the Pacific Highway (Interstate Route No. 5) in Linn County, Project I-328(4), to J. N. Conley of Portland, Oregon, on the basis of the bid of $818,721.00 submitted on March 27, 1958.

With but one exception, all rights of entry required for this contract are acquired and all rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

The exception mentioned involves the Olsen property, extending from Station 1359 to Station 1406. The parcel is under condemnation but at the suggestion of your office the condemnation is to be modified so that our offer to the owner will include accesses, from the intersecting Lebanon Road, to two severed portions of the owner's property. These accesses must be acquired from adjacent owners but it is believed that this can be done at a saving in overall cost.

Authority for your concurrence in the award of contract in advance of the acquisition of this last right of entry is contained, we believe, in the Deputy Commissioner's memorandum to Regional and Division Engineers under date of April 2, 1958. In justification of the immediate award, we offer the following statements: (1) Advance of the construction season makes it urgent that the project be advanced to construction stage as soon as possible. (2) Inability to occupy and use the remaining parcel will not seriously interfere with the economical prosecution of work on other portions of the project. (3) Right of entry to the property concerned is expected to be acquired not later than May 29, 1958. (4) The contractor to whom the award is to be made has agreed to avoid entry upon the property concerned until right of entry is acquired, as is evidenced by copy of letter attached.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encls.

SHP:ia

BELMONT 6 644

J. N. CONLEY
GENERAL CONTRACTOR
4332 N E ROYAL COURT
PORTLAND 13 OREGON

May 5, 1958

J. B. Walker, Division Engineer
Oregon State Highway Department
Salem, Oregon

Re: Santiam Jct.-Lebanon Section

Dear Sir:

The failure to date, of the State to conclude negotiations on the Oscar Olsen property (Sta. 1359- Sta. 1406, approx.,) will not interfere with me for at least thirty days, and I agree not to enter upon this property or in any way jeopardize the State's position regarding same until notified formally by your office or representatives.

I agree to hold the State of Oregon harmless and present no claims for expense or delays on this account whatsoever.

Very truly yours,

J N Conley

J. N. Conley

cc: W. O. Clark, Supt.
J. N. Conley, Albany

RECEIVED
MAY 1958
X FOR FILING
OREGON DISTRICT
I-328(4)
5170 08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 7, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-4(14)228
(Old) I-328(4), Santiam Jct.-
Lebanon Road Section of the
Pacific Highway

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for this project, with the exception of one parcel, and upon consideration of the justification presented with respect to that parcel, we hereby concur as of this date in award of contract No. 5170 to J. N. Conley of Portland, Oregon, low bidder in the amount of $818,721.00 at the March 27, 1958 bid opening.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

RECEIVED
MAY 8 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-133X 30M 1-55

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

RECEIVED
APR [illegible]
FOR FILING

T-328(4)

5170

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 24, 1958

Consumers Power, Inc.
2100 North Ninth Street
Corvallis, Oregon

Re: Consumers Power, Inc.
Power Line Adjustments
Santiam Jct.-Lebanon Road
Pacific Highway (Linn County)

Gentlemen:

Reference is made to our prior correspondence with reference to the above titled matter and particularly your letter of April 8.

I am now advised that late in 1951 or early in 1952 the original county survey was retraced and from this it appears that the right of way fences were not placed upon the true right of way boundaries.

A print of the right of way map made as a result of this survey (Our File 7B-12-20) is being sent to you under separate cover. On this print there is indicated in red the poles which were placed outside of the fence on the southerly side, but within the original right of way boundary. One pole regarding which there can be no dispute is indicated in blue.

We have no reason to question the fact that the fence was constructed in good faith nor do we question the fact that your poles were placed upon what you thought to be the easements granted to you by the property owners. It appears probable from the dash lines on the map that the county highway was not constructed on the true survey centerline and that the fences were located with respect to the center of the road as it appeared on the ground.

It is realized that at this time it might be difficult and expensive for the Highway Commission to legally prove the rights of the public and it probably would be equally difficult and expensive for you to establish the position that the poles were not located on public highway right of way. In this connection your attention is called to the fact that rights in public highway rights of way cannot be established by adverse possession.

Without prejudice and purely to reach a compromise solution of the matter we suggest to you that you proceed with the necessary adjustment of your facilities and that the State Highway Commission reimburse you to the extent of 50 percent of the cost thereof, under the procedure outlined to you in my letter of March 25.

An early reply to this communication will be appreciated.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. J. D. Walker
Mr. D. C. King
Mr. F. W. Farrar

RECEIVED
APR 24 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 80M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

[illegible]
FOR FILING
I-328(4)
5170

April 9, 1958

Pacific Power and Light Company
Public Service Building
Portland 4, Oregon

Re: Pacific Power and Light Company
Power Line Adjustment
Santiam Junction-Lebanon Road Section
Pacific Highway
Linn County

Gentlemen:

Bids on the above titled project were received on March 27, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the moving of a line which crosses the new highway near Station 1177+70.

It appears that your existing facility is on county road right of way, so that it will be your obligation to make the necessary adjustment without reimbursement. It is requested that you proceed with the work as promptly as may be possible.

Further details may be secured from Mr. D. C. King, Salem, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. J. D. Walker
Mr. D. C. King
Mr. F. W. Farrar

NOTED
[illegible]

RECEIVED
APR 9 1958
OFFICE OF
STATE HIGHWAY ENGINEER

R

RECEIVED
MAR 31 1958
FOR FILING

I-321(4)

5170

March 31, 1958

Mr. J. N. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Dear Mr. Conley:

The State Highway Commission on March 27, 1958 accepted your bid in the amount of $818,721 for grading on the Santiam Junction-Lebanon Road Section of the Pacific Highway in Linn County, which was the low bid received for that job on March 27, 1958. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

FORM E-123X 50M

RECEIVED

FOR FILING

I-328(4)

5170

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 25, 1958

Pacific Telephone & Telegraph Company
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone & Telegraph Co.
Telephone Line Adjustment
Santiam Junction-Lebanon Road
Pacific Highway
Linn County

Gentlemen:

Bids on the above titled project will be received on March 27, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This work will involve the adjustment of three lines crossing the new highway near Stations 1177+10, 1272+30, and 1378+75. All of these are on existing public right of way, so that it will be your obligation to make the necessary adjustments without reimbursement. It is requested that you proceed with the work as promptly as may be possible.

Further details may be secured from Mr. D. C. King, resident engineer on the project, whose headquarters are in Salem.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. J. D. Walker
Mr. D. C. King
Mr. F. W. Farrar

FORM E-123X 50M 1-56

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
FOR FILES
I+ 328(4)
5170

March 25, 1958

Consumers Power, Inc.
2100 North Ninth Street
Corvallis, Oregon

Re: Consumers Power, Inc.
Power Line Adjustments
Santiam Jct.-Lebanon Road
Pacific Highway
Linn County

Gentlemen:

Bids on the above titled project will be received on March 27, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

The work involves the adjustment of two lines crossing the new highway near Stations 1271+50 and 1379+35. The line crossing near Station 1271+50 is located on private property under the terms of an unrecorded easement dated in March, 1944, so that it will be the obligation of the Highway Commission to reimburse you for the cost of adjusting this line. The line crossing the highway near Station 1379+35 consists of 7 poles, of which 6 are on public road right of way, and one is on private property under the terms of an unrecorded easement dated in March, 1944. It will be the obligation of the State to pay you one-seventh, or 14.29%, of the cost of adjusting this line.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. D. C. King, Salem, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

RECEIVED
1958
OFFICE OF
STATE HIGHWAY ENGINEER

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. J. D. Walker
Mr. D. C. King
Mr. F. W. Farrar

MAR
FILING
OREGON DISTRICT
I-328(4)
08:35
5170

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

March 12, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. & E. documents for Oregon Project I-328(4), Santiam Junction - Lebanon Road section of the Pacific highway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5170

January 20, 1958

Bonneville Power Administration
1001 N. E. Lloyd Boulevard
Portland 8, Oregon

Attention: Mr. John V. Mulcahy,
Chief, Branch of Land

Re: Bonneville Power Administration
Trust Agreement
Santiam Jct.-Lebanon Rd. Jct.
Pacific Highway
Linn County

Gentlemen:

Reference is made to your letter of January 3rd, addressed to the attention of Mr. Tom Edwards, Construction Engineer, transmitting estimate of cost in the amount of $13,200 for rearrangement of your facilities on the above-entitled project.

This is to advise you that the estimate of cost has been approved, and it will be appreciated if you will proceed with the preparation of the Trust Agreement and the accomplishment of the work as soon as reasonably may be possible.

Final reimbursement will be made under the terms of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:br
cc: L. H. Young
Forrest Cooper
J. D. Walker

RECEIVED
JAN 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

S-139(T)   Als a Jet.-Beaver Jr.   1958
Tencol Sec. (Filing)
#1/1

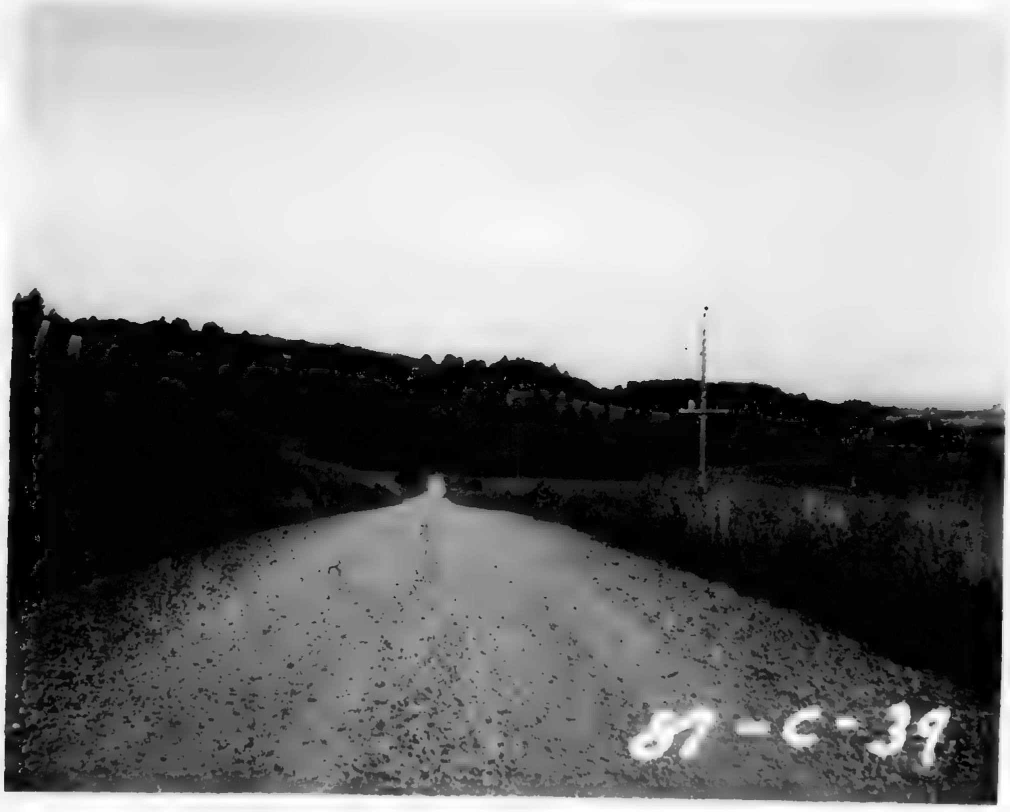
Liv 195

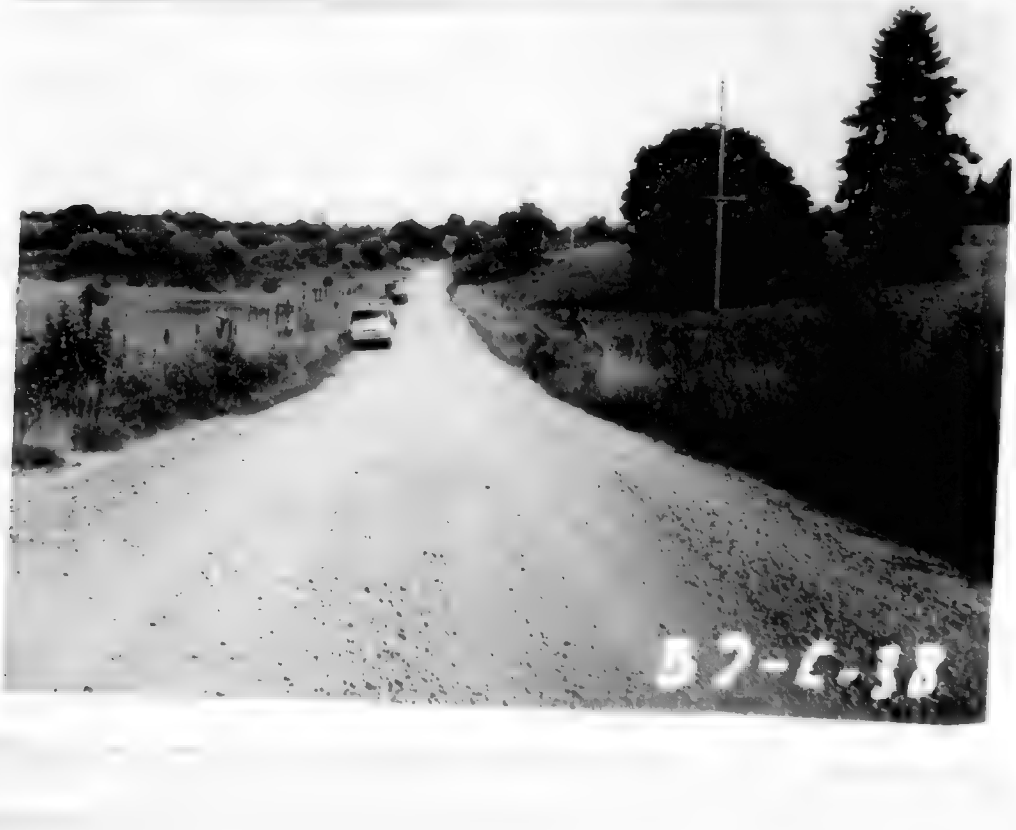
FAS [illegible] County Benton Contract No.

Section [illegible]

Location [illegible]

[illegible]





FAS 206 County Benton Contract No. ______ 1957 & 1959

Section Alsea Hwy - Beaver Cr. Jct

Location 57-C-38 } 59-C-67 } 0.38 mi W. of Beaver Cr Jct looking E

57-C-39 } 59-C-68 } 1.22 mi W of Beaver Cr Jct looking E

FAS [illegible] County [illegible] Contract No.

Section [illegible]

Location [illegible]

59-C-68

59-C-67

Form A-150—10M—6-58

NOTED
[illegible] DIVISION
X-157(5)
Contract 5171

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No. 59674

Benton County
Corvallis, Oregon

Attn: County Court

RECEIVED
MAR 23 1959
ENGINEER
COUNTY & [illegible]

Date March 20, 1959

Your Req. No.

Billing Request No. co-471

Credit Distribution: 502-1041-27

Final Billing: Alsea Junction-Beaver Creek School oiling, FAS 206, covered by agreement dated April, 1958.

Original Advance Deposit	6,949.40	
Less amount previously transferred	5,449.40	
Balance in Advance Deposit		$ 1,500.00
County share total cost as per attached	5,961.27	
Less amount previously transferred	5,449.40	
Balance		511.87
To be retained		$ 988.13

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $ 511.87

By

State Printing 13107

NOTED
V. R. JONES

NOTED
Harold C. Ayers

March 4, 1959

NOTED
C. G. SWENSON

✓
Benton County Court
Courthouse
Corvallis, Oregon

NOTED
[illegible]

Gentlemen:

Final costs are now available for the Alsea Junction-Beaverton Creek School Section, oiling, on FAS 206. As per the attached cost statement a refund of $988.13 is due the county in connection with this project.

As in past instances we will retain this refund as part of the deposit required for the Alsea River Bridge project on FAS 865.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:cg
Att.

OREGON STATE HIGHWAY DEPARTMENT

COMPLETED 6/19/58
ITEMIZED STATEMENT OF FINAL COSTS

County Benton Contract No. 5171 Date 2/2/59

FAS 20[illegible] Section Alsea Junction-Beaver Creek School, Oiling

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
Payments to contractor as per attached tabulation.				$28,800.59
Construction engineering				2,142.94
TOTAL CONSTRUCTION COSTS.				$30,943.53
FEDERAL FUNDS COLLECTED FOR PROJECT				$19,641.00

COUNTY SHARE TOTAL COSTS
(50% of difference between total cost and federal funds)

($30,943.53 - $19,641) x 1/2 = $5,651.27

County Advance Deposit	$[illegible]
Less County Share	5,651.27
REFUND DUE COUNTY.	$ [illegible].13

JFH:mm

July [illegible]

STATE OF OREGON,

To SABLER BROS., INC., Dr.

County Benton

Postoffice address Portland, Oregon

Highway Alsea Hwy - Greenberry Road

Work done to June 19, 1958

Contract No. 5171

Section Alsea Jct. - Beaver Cr. School

Prefix No. 502-1041-201(41)

Estimate No. 3 Final

ITEMS	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Preparation of base	mile	250.00	4.64	1,160.00	1,160.00	-
2. 3/4"-0 mat. in base	c.y.	3.00	50	150.00	150.00	-
3. 3/4"-0 mat. in binder cr.	c.y.	3.50	564	1,974.00	1,974.00	-
4. Furn. & plac. aggregates	c.y.	4.00	2,791	11,164.00	11,164.00	-
5. MC-3 asphalt	ton	44.00	77.47	3,408.68	3,408.68	-
6. 120-150 asphalt	ton	41.00	190.46	7,808.86	7,808.86	-
7. RS-1 asphalt	ton	44.00	56.19	2,472.36	2,472.36	-
8. Sprinkling	M/gal.	2.00	186	372.00	372.00	-
Force Account				290.69	290.69	-
Audited and approved by	Totals			28,800.59	28,800.59	-
	% Retained				[illegible]	[illegible]

Highway Alsea Hwy - Greenberry Road Work done to June 19, 1953 Contract No. 5171

Section Alsea Jct. - Beaver Cr. School Prefix No. 502-1041-201(41) Estimate No. 3 Final

ITEMS	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Preparation of base	mile	250.00	4.64	1,160.00	1,160.00	-
2. 3/4"-0 mat. in base	c.y.	3.00	50	150.00	150.00	-
3. 3/4"-0 mat. in binder cr.	c.y.	3.50	564	1,974.00	1,974.00	-
4. Furn. & plac. aggregates	c.y.	4.00	2,791	11,164.00	11,164.00	-
5. RC-3 asphalt	ton	44.00	77.47	3,408.68	3,408.68	-
6. 120-150 asphalt	ton	41.00	190.46	7,808.86	7,808.86	-
7. RC-1 asphalt	ton	44.00	56.19	2,472.36	2,472.36	-
8. Sprinkling	M/gal.	2.00	186	372.00	372.00	-
Force Account				290.69	290.69	-

Audited and approved by	Totals	28,800.59	28,800.59	-
Period covered To 6/19/53	3 % Retained	-	864.02	864.02
Items Cont. 5171 Est. 3 Final	Total Payments	28,800.59	27,936.57	864.02

Computed by E. Hicks
R Calleen
Checked by

To be paid contractors, this estimate, $ 864.02

Engineer E. F. Walters

Previous Voucher No. 16809

State Printing

RECEIVED
SEP 2? 1958

CONTRACT #5171
FOR FILING

5171

NOTED
W. C. WILLIAMS

W.C. Williams 9/16/58

FINAL COST ANALYSIS
OILING

Contractor: Babler Brothers, Inc.
Resident Engineer: S. F. Walters

Alsea-Jct.-Beaver Creek School
Prefix 502-1021
Project #S 139 (5)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	4.64	Mile	250.00	190.60	884.40	1,160.00
3/4" Material in Base	50	Cu.Yd.	3.00	2.56	127.89	150.00
3/4-0 Material in Binder Course	364	Cu.Yd.	3.50	3.12	1,761.25	1,974.00
Furnish & Place Aggregate	2,791	Cu.Yd.	4.00	3.51	9,800.60	11,164.00
RC-3 Asphalt	77.47	Ton	44.00	41.96	3,250.40	3,408.68
120-150 Asphalt	190.46	Ton	41.00	38.75	7,381.58	7,808.86
RS-1 Asphalt	56.19	Ton	44.00	39.27	2,206.66	2,472.36
Sprinkling	186	M.Gal.	2.00	1.82	338.04	372.00
Force Account					306.83	290.69
						28,800.59
Oiling Work done for Benton Co.					502.26	739.06
					26,559.91	29,539.65

Gross Revenue	$ 29,539.65
Total Cost	26,559.91
Profit	$ 2,979.74

Net Profit equals 10% of Gross Revenue

CONTRACT #5171

ALSEA JUNCTION-BEAVER CREEK SCHOOL

DETAIL OF COST

Labor:			
Labor		$ 4,574.95	
Labor Insurance		286.34	
Health and Welfare		137.36	$ 4,998.65
Materials:			
RC-3 Asphalt	77.47 tons at $29.75	$ 2,304.73	
120-150 Asphalt	192.36 tons at $27.00	5,193.72	
RS-1 Asphalt	61.58 tons at $28.80	1,773.50	
Freight on Asphalt	331.41 tons at $4.70	1,565.08	
Crushed rock purchased from Commercial Plant		4,770.90	15,607.93
Equipment Rentals & Miscellaneous Supplies:			
Equipment Rental (owned)		$ 1,573.10	
Equipment Rental (hired)		1,923.95	
Gas, Oil, and Grease		813.82	
Bond		144.00	
P.U.C.		45.70	
P.L. & P.D. Insurance		57.19	
Small Tools and Miscellaneous Supplies		280.80	
Move in, Freight, and Cartage		250.75	
Home Office and General Overhead		864.02	5,053.33
			$ 26,559.91

Remarks:

This was a Federal Aid Secondary project, calling for the oiling of 4.64 miles of type O-11 oil mat wearing surface, on the Alsea Junction-Beaver Creek section of the Alsea Highway-Greenberry Road in Benton County.

The contract was bid April 17, 1958, awarded May 8, 1958 and work started June 2, 1958. The project was completed June 19, 1958.

The contractor moved in one Cat #12 Grader and a water wagon on June 2nd, and started preparing the base. This operation was followed by the oiling equipment, which consisted of one Retort, one Distributor, one Loader, two Rollers, and an average of ten hired trucks.

The contractor purchased his oil aggregate from a commercial gravel plant stockpile at Corvallis and loaded it into the hired trucks with his front end loader. The asphalt was purchased and transported from Portland.

The contractor had good bid prices, good equipment, good supervision, realizing a good profit.

M. N. Juve
Chief Cost Analyst

By

George Kayser

A

RECEIVED
[illegible]
FOR FILING

OREGON STATE HIGHWAY DEPARTME
(date)
August 7, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
S-139 (5) 5171	3 Final	Babler Bros. Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17307	H219231	$ 864.02	8-7-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **30 workdays from June 1, 1958**

Time Extensions: **None**

Completion Date: **June 19, 1958**

Date Accepted: **July 31, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Aug. 7, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 7 1958
GRW.

NOTED ON CARD
ELM

A

RECEIVED
JUL 31 1958
FOR FILING
3-12-59

5171

July 29, 1958

CERTIFIED MAIL

General Insurance Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract No. 5171 for work performed on the Alsea Jct.-Beaver Creek School Section of the Alsea Highway-Greenberry Road in Benton County was completed by the contractor, Babler Bros., Inc., on June 19, 1958, but has not as yet been accepted by the Commission.

Final payment in the amount of $864.02 will be released to the contractor after acceptance by the Commission. The total contract amount is $28,800.59, of which amount $290.69 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

de

RECEIVED
JUL 31 1958
FOR FILING

S139-20

5171

A

July 24, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Babler Bros., Inc., in connection with contract No. 5171, for oiling on the Alsea Junction-Beaver Creek School Section of the Alsea Highway-Greenberry Road in Benton County.

This payment, in the amount of $20,514.22, will be released to the contractor on or after August 4, 1958. The retained percentage is $864.02.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

NOTED ON CARD

RECEIVED
JUN 25 1958
FOR FILING

S-139(5)

5171

June 24, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 19, 1958, on Contract No. 5171, Alsea Junction-Beaver Creek School Section, in Benton County, in connection with Federal Aid Project No. S-139(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: Clarence G. Swanson
DG:cr

RECEIVED
JUL 21 1[illegible]
FOR FILING

[illegible] -171

Monthly Transaction No. 7-96	Form [illegible] (9-12-5[illegible])	State **Oregon**
Project Report No. S-139(5) 4	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS FEDERAL-AID PROJECT AGREEMENT 7-23-58	County **Benton**
		Project No. **S-139(5)**

5171

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Alsea Highway Junction - Beaver Creek School - from FAS 144 easterly 4.6 miles - Coincides with limits S-139(4). A county road on State Highway 206.**

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3/11/58	4.637
Other (*Specify*)		

FUNDS

Estimated total cost of project $ 33,660.00	Federal funds $ 20,800.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By ______________________

State Highway Engineer
(title)

By ______________________

____
(title)

By ______________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **July 23, 1958**

USComm-DC 40257

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission for the Alsea Highway Jct.-Beaver Creek School Section, Project No. S-139(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:lmw

FORM E-123X 12,800 4-58

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission for the Alsea Highway Jct.-Beaver Creek School Section, Project No. S-139(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

July 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four (4) copies of estimate as a basis for project agreement for the Alsea Junction - Beaver Creek School Section, Project No. S-139 (5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RTC:mns

Oregon State Highway Department

Federal Aid Secondary
Project No. S-139 (5)

ALSEA JUNCTION - BEAVER CREEK SCHOOL SECTION OF THE ALSEA HIGHWAY - GREENBERRY ROAD IN BENTON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

Type Code 5211
Roadway (Sta. 0+10 to Sta. 244+90.93) (Contract No. 5171)

Preparation of Base	4.64 miles	$ 250.00	$ 1,160.00
3/4"-0 Material in Base	100 cu.yds.	3.00	300.00
3/4"-0 Material in Binder Course	540 cu.yds.	3.50	1,890.00
Furnishing and Placing Aggregates	2,810 cu.yds.	4.00	11,240.00
RC-3 Asphalt	90 tons	44.00	3,960.00
120-150 Asphalt	210 tons	41.00	8,610.00
RS-1 Asphalt	60 tons	44.00	2,640.00
Sprinkling	200 M-Gal	2.00	400.00
			30,200.00
Flagging (57½% of Contractors Costs)	All Required		400.00
	Subtotal		30,600.00
	10% Cont. & Engr.		3,060.00
	TOTAL		$ 33,660.00

Length of Roadway . . . . 4.637 miles
Cost of Roadway Per Mile . . . . $ 7,246.06

Federal Funds.	$ 20,800.00
State Funds	6,430.00
County Funds	6,430.00
	$ 33,660.00

State Funds for Const:	Chap 175, Laws 1917; Chap 31, Laws 1920; Chap 529, Laws 1939
Funds for Maint:	Chap 529, Laws 1939

Note: Necessary funds have been deposited by Benton County with the State Highway Department.

Form E-1—10M

[illegible]
5171

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 21, 1958, 19

Section Alsea Jct.-Beaver Cr. School

Highway Alsea Hwy-Greenberry Road County Benton

Contractor Babler Bros., Inc.

Date of contract May 8, 1958, 19

Date work started June 2, 1958, 19

Project authorization $ 34,425.00

Exclusive of engineering $ 31,977.00

Kind of work Oiling

Section prefix ~~52~~ 502-1041

Contract number 5171

Specified work days 30

Work days used 12

Per cent of time elapsed 40 %

Estimated cost of completed project, exclusive of engineering $ 31,000.00

Estimated per cent overrun or underrun -3 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 2448.00

Engineering cost to date $ 1900, 78 %

Date project was completed June 19, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed mat through final seal Wednesday night. Thursday spread 3 loads of #~~10~~ ¼-#10 material in thin spots and on climbing lane on west side of hill to anticipate possible bleeding from log trucks pulling heavy grade. brushed and rolled throughout. Contractor released as of Friday Morning. Some difficulty controlling rock quantities due to temperature fluctuations from 60°F to 97°F. Finished job appears excellent. Contractor had 2 rollers, 2 blades and 1 truck brush. Final report next week after completion of semi-final.

CONSTRUCTION DIVISION
RECEIVED
JUN 23 1958
NOTED: CE ACE ACE COE

Signed S. Wallis

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				4.64	
Miles partially completed					
Miles completed				4.64	
Total estimated quantities (contract)				3,450	
Total quantities corrected to date				3,425	
Estimated quantities moved or placed to date				3,425	
Average daily quantities				285	
Average daily quantities necessary to complete project on time				complete	
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				23	

Men	10
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	12
Men and tractors	

Equipment used during week: Loader Shovels ...1..., Power graders ...2..., Rollers ...2..., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., Dist. 1 ......Retort 1 . .....Truck brush ...1....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair all	week	
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM E-123 5M 4-55

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN 2 1958
FOR FILING

S139 (5)

5171

A

June 2, 1958

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland 2, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5171, awarded May 8, 1958,
for oiling on the Alsea Jct.-Beaver Creek
School Section of the Alsea Highway-Greenberry
Road in Benton County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 21 1958
FOR FILING

J-139 (5)

5171

Salem, Oregon
May 14, 1958

Finance #195

FAS Project Agreements
Benton County

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of a finance agreement with Benton County covering the Alsea Junction-Beaver Creek School Section of FAS 206 in Benton County.

One fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Benton County.

Secretary

rn
Attach: 1

FORM E-30 50M 8-57—6563

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1958

SUBJECT: FAS Project Agreements
Benton County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Alsea Junction-Beaver Creek School Section of FAS 206 in Benton County.

Two copies of the agreement have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on January 16, 1958.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
Paxson
ASST. STATE HIGHWAY ENGINEER
Date May 2, 1958

RECEIVED
2 1958
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-16-58- minute page 38
Secretary

RECEIVED
MAY 15 1958
FOR FILING
S159(5)

571

May 14, 1958

County Court of Benton County
Court House
Corvallis, Oregon

Gentlemen:

We are enclosing for the records and files of Benton County a fully executed copy of a finance agreement between the State Highway Commission and Benton County covering the Alsea Junction-Beaver Creek School Section of FAS 206 in Benton County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

NOTED
V R JOHNS

NOTED
Harold C. Ayers

May 13, 1958

Benton County Court
Courthouse
Corvallis, Oregon

NOTED
John F. Hagemann

Gentlemen:

This is to advise that Contract No. 5171 was awarded to Babler Brothers on May 8 for oiling the Alsea Junction-Beaver Creek School Section of FAS 206.

Reference is made to my letter of April 18 advising that the refund due Benton County for the grading and surfacing of the above section was $3,156.48. Since that date an adjustment in an extra work order payment to the contractor resulted in a reduced total cost and an increase in the refund due to $3,249.40. This $3,249.40 together with the $3,700 deposit made on April 21 makes a total deposit on hand for the oiling project of $6,949.40.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

NOTED
[illegible]ENSON

Form A-180—10M—6-57

NOTED
John F. Hagemann

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No. 55476

Date May 12, 1958

Your Req. No.

Billing Request No. CC-402

Credit Distribution: 502-1041-297

Benton County
Corvallis, Oregon

Advance Deposit	$6,949.40
Partial transfer county's share total costs Alsea Junction-Beaver Creek School oiling project on FAS 206, covered by agreement dated April 1958	5,449.40
To be retained	1,500.00

ACKNOWLEDGMENT OF BILLING REQUES

State Printing 4296

Cash Received with Request: $..............

By ....

RECEIVED
MAY 13 1958
FOR FILING
S.139(5)

5171

May 12, 1958

Babler Brothers, Inc.
4617 S.E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5171, for oiling on the Alsea Junction-Beaver Creek School Section of the Alsea Highway-Greenberry Road in Benton County.

This award was based on your bid of $30,200 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

BENTON COUNTY COURT

CORVALLIS, OREGON

JUDGE
E. E. LARKIN

COMMISSIONERS
WALTER SCHMIDT
A. H. SAXTON

April 21, 1958

NOTED

NOTED
John F. Hagemann

NOTED

Oregon State Highway Commission
Salem, Oregon

Attention: John F. Hagemann, Asst. Engr.
County and City Relations

Gentlemen:

You will please find enclosed our warrant in the sum of $3,700.00 for the county advance deposit re the oiling of the Alsea Junction-Beaver Creek School Section of FAS 206, as required prior to awarding the contract.

Yours very truly,

BENTON COUNTY COURT

E E Larkin.

By:
E. E. Larkin
County Judge

EEL:la

Enc. Sp.Gen.Rd. Warrant #50974

Benton County warrant 50974
for $3700.00 to Acctg Div.
4-22-58

F Query

RECEIVED
APR 22 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 22 1958
ENGINEER
COUNTY & CITY RELATIONS

NOTED

April 18, 1958

Benton County Court
Courthouse
Corvallis, Oregon

Gentlemen:

On April 17 a satisfactory bid was received from Babler Brothers of Portland for oiling the Alsea Junction-Beaver Creek School Section of FAS 206. As per the agreement between County and State, the following advance deposit is required prior to awarding a contract:

Bid Items	$30,200.00
Flagging	400.00
12-1/2% Eng'ring & Contingencies	3,825.00
Estimated Total Cost.........	$34,425.00
County Advance Deposit of 20% =	$ 6,885.00
Less Refund due County on Alsea Junction-Beaver Creek School, G. & S., FAS 206	3,156.48 3249.40 5/1/58 J.F.H.
Cash Deposit	$ 3,728.52 - or say $3,700

Please make this deposit by means of a check or warrant in the amount of $3,700 payable to the Oregon State Highway Commission, forwarding same to this office. If this deposit is received prior to May 7, a contract will be awarded at the regular Highway Commission meeting on May 8 and 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

NOTED
C. G. SWENSON

JFH:mm

NOTED
[illegible]

NOTED
Harold C. Ayers

April 4, 1958

Benton County Court
Courthouse
Corvallis, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two copies of an agreement covering finances and a set of plans and specifications in connection with the Alsea Junction-Beaver Creek School oiling project on FAS 206 upon which bids will be received April 17 at the State Highway Building in Salem.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost for this project, including engineering and contingencies, is $40,800; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential until bids have been opened.

If satisfactory, please sign, have the County Clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy will be returned for the county's records. Please mail the signed agreements so as to arrive in Salem not later than April 16.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:[redacted]
Encl.

NOTED
C. G SWENSON

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
March 27, 1958

Alsea Jct.-Beaver Creek School Section
FAS 206, Benton County
Oiling

Mr. Tom Edwards
OFFICE

NOTED
John F. Hagemann

The field data for the subject named project has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission. There is a total of $52,000 of FAS funds available for this project.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: V. G. O'Neil
Frank Hall

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
John F. Hagemann

MEMO TO J. W. NASH
2/11/58

FAS 206, Benton County

TERMINI: FAS 144, easterly to Oregon Project S-139(3).
(Beaver Creek School-Twin Bridges Section, Oiling).

PROPOSED WORK: Construct two-lane intermediate type surfacing.

PROJECT LENGTH: 4.64 miles.

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$50,000	$30,000	$10,000	$10,000 (County)

EXISTING FACILITY

ROADWAY: 28' wide crushed rock wearing surface. Grade and bottom course base was constructed under Oregon Project S-139(4) in 1957. County placed leveling course to state standards.

STRUCTURES: Untreated pile trestle 67' long, H.C. 17'-3" over Greasy Creek. To remain in place.

ADJACENT SECTIONS:
Same as for S-139(4).

PROJECT DATA: Construct type O-11 oil mat wearing surface 20' in width with 4' shoulders.

ROW WIDTH: 60' minimum
MINIMUM DESIGN STANDARDS: No exceptions
ACCESS CONTROL: None
RR XING: None
SYSTEM ACTION: None required
UNUSUAL OR COMPLICATED SITUATIONS: None

Route data submitted under Oregon Project S-139(4).

John F. Hagemann
Asst. Engr., County & City Relations

NOTED
C. G. SWENSON

JFH:mm

NOTED
R. JONES

January 20, 1958

NOTED
Harold C. Ayers

Benton County Court
Courthouse
Corvallis, Oregon

NOTED
John F. Hagemann

Gentlemen:

On January 16th the Highway Commission approved the county FAS project on FAS 206 as described in the attached tabulation which is believed to conform with the County's request. Preparations of plans and specifications for this project will be under our division office with headquarters in Salem.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att: 58-a

NOTED
JOHN D. GRAHAM

NOTED
G. SWENSON

BENTON COUNTY
PROPOSED PROJECT

FAS 206 - Alsea Junction-Beaver Creek School Section, 4.63 miles, $51,000. This section extends from the junction of FAS 206 with FAS 144 (Alsea Highway) easterly to Beaver Creek School. It was constructed through the base course under Contract No. 4974 in 1957.

The proposed project is to place a leveling course as required and construct a type O-11 oil mat wearing surface 20' in width with 4' shoulders. Unless a material source is located within the area the probable source of material will be commercial plants in the vicinity of Corvallis which will be relatively expensive. For this reason the county plans to continually process the existing base and add crushed material to the weak spots during the winter months. The county has requested that we inspect the results with a view of specifying in the FAS project the minimum amount of leveling rock consistent with good engineering practices.

The $51,000 programmed represents the presently estimated balance of fiscal year 1959 FAS funds available to Benton County and may be adjusted as final costs of previous projects become available.

(58-a)
12/13/57

4-4217 Clean and paint 3 bridges - 1976
John Day R. Br.; Lewis & Clark
#5172 R. Br.; Nehalem R. Br.

A

RECEIVED
APR 7 - 1959
FOR FILING

4-4217

April 6, 1959

Royal-Globe Insurance Group
210 West Seventh Street
Los Angeles 14, California

Attention: Mr. K. O. Dyke
Asst. Manager
Claim Department

Gentlemen:

This will acknowledge your letter of April 2 requesting information pertaining to State Highway Contracts 5172 and 5180 with Collins & Foss. To date, there has been no filing of claims on either of these contracts.

Contract No. 5172 was completed July 25, 1958 and accepted by the State Highway Commission Sept. 11, 1958.

Contract No. 5180 was completed Sept. 1, 1958 and accepted Sept. 11, 1958.

The statutory period of time for filing of claims is six months following acceptance of the contract by the Highway Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

ROYAL ~ GLOBE INSURANCE GROUP

ROYAL INSURANCE COMPANY, LTD. • THE LIVERPOOL & LONDON & GLOBE INSURANCE CO. LTD. ROYAL INDEMNITY COMPANY • GLOBE INDEMNITY COMPANY • QUEEN INSURANCE COMPANY OF AMERICA • NEWARK INSURANCE COMPANY

STAR INSURANCE COMPANY OF AMERICA • AMERICAN & FOREIGN INSURANCE CO. • THE BRITISH & FOREIGN MARINE INSURANCE CO. LTD. • THAMES & MERSEY MARINE INSURANCE COMPANY, LTD. VIRGINIA FIRE & MARINE INSURANCE COMPANY

LOS ANGELES REGIONAL OFFICE
224-230 I. N. VAN NUYS BUILDING
210 WEST SEVENTH STREET
LOS ANGELES 14, CALIFORNIA
TELEPHONE: MAdison 7-9111

April 2, 1959

Mr. C.W.Head, Assistant Secretary
State Highway Division
Salem, Oregon

Re: Contracts No. 5172 and 5180
Collins and Foss, Principals
Bonds 562118 and 562117
Claim R9-125-01771

Dear Sir:

Please advise the completion and acceptance date of these contracts and advise whether or not any labor or material suppliers have filed notice of outstanding bills within the statutory period of time.

We would also appreciate being informed as to whether or not the statutory period of time for filing of unpaid labor and material bills is six months from date of completion and acceptance of the contract.

Yours very truly,

K.O.DYKE
ASSISTANT MANAGER
CLAIM DEPARTMENT

KOD:EP

RECEIVED
APR 6 1959
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
SEP 17 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTME
(date)
September 10, 1958

(CONTRACT NO.) 4-4217	(EST. NO.)	(CONTRACTOR)	
5172	2 Final	Collins & Foss	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20424	H222348	$5,915.25	9-10-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 80 workdays from May 22, 1958

Time Extensions: None

Completion Date: July 25, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 15, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 15 1958

NOTED ON CARD

RECEIVED
AUG 28 1958
FOR FILING

4-[illegible]-7

3172

Aug. 27, 1958

CERTIFIED MAIL

Royal Indemnity Company
150 William St.
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 5172 for maintenance painting on the Lewis & Clark, Nehalem and John Day Bridges on the Columbia River and Oregon Coast Highway in Clatsop County was completed by the contractor, Collins & Foss, on July 25, 1958, but has not as yet been accepted by the Commission.

Final payment in the amount of $5,915.25 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $12,375.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Bruce V. McMahon
1075 W. 18th Ave.
Eugene, Oregon

NOTED ON CARD

FORM E-129 9M 4-

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN 23 1958
FOR FILING

4-4211

5172

June 20, 1958

Collins & Foss
5323 S. Broadway
Los Angeles 37, Calif.

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5172, awarded May 8, 1958, for Lewis & Clark, Nehalem & John Day Bridges Maintenance Painting, on the Columbia River and Oregon Coast Highways in Clatsop County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 13 1958
FOR FILING
11 1 2 7

5172

May 12, 1958

Collins & Foss
5323 S. Broadway
Los Angeles 37, California

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5172 for cleaning and painting three bridges - the John Day River Bridge, east of Astoria on Columbia River Highway; Lewis and Clark River Bridge, west of Astoria; and Nehalem River Bridge on Oregon Coast Highway, in Clatsop County.

This award was based on your bid of $12,375 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

I-73(41) Shacy-Roberts Cr. Sec. of 1958
Pacific Hwy.

#5173

RECEIVED
1960

A

W. C. WILLIAMS

February 18, 1960

Pacific Highway
Prefix 10-1047-201(41)

FINAL COST ANALYSIS

Grading and Paving
Contractor: C.R. O'Neil
Resident Engineer: J.R. Hagedorn

Shady-Roberts Creek Section
Contract No. 5173

I 78 (41)

Item 5173	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	100%	All	1,000.00	975.86	975.86	1,000.00
Drainage Excav., Unclass.	926.35	Cu. Yd.	3.00	3.31	3,066.44	2,779.05
General Excav., Unclass.	256,200	Cu. Yd.	0.41	0.674	172,855.08	105,042.00
Short Overhaul	728,498	Yd. Sta.	0.015	0.0247	17,982.02	10,927.47
Long Overhaul	7,127.6	C-Yd. Sta.	0.40	0.658	4,691.61	2,851.04
Finish R.B. & Slopes	1.69	Mile	600.00	987.35	1,668.63	1,014.00
Rounding Cutbanks	6,854	Lin. Ft.	0.20	0.177	1,216.62	1,370.80
18" Concrete Pipe	632	Lin. Ft.	4.10	3.87	2,449.41	2,591.20
24" Concrete Pipe	124	Lin. Ft.	6.00	5.65	701.02	744.00
24" Concrete Pipe Ext. Str.	152	Lin. Ft.	7.00	6.32	961.96	1,064.00
36" Concrete Pipe Ext. Str.	108	Lin. Ft.	12.95	11.94	1,290.40	1,398.60
6" Perf. Metal Dr. Pipe, Unctd.	536	Lin. Ft.	2.20	2.46	1,322.73	1,179.20
Special Backfill in Drains	59	Cu. Yd.	6.00	5.37	317.16	354.00
18" Metal End Sections	9	Each	79.00	68.35	615.12	711.00
*Metal Guard Rail	3,983.8	Lin. Ft.	2.10	2.10	8,326.45	8,365.98
*Reconstruct Type 2 Fence	468.48	Rod	1.80	1.75	819.84	843.26
**Coarse Cr. Mat'l in Base	22,000	Ton	1.05	1.05	23,100.00	23,100.00
**3/4"-0 Mat'l in Base	4,849	Ton	1.65	1.65	8,000.85	8,000.85
**Sprinkling	875.6	M-Gal.	3.00	2.56	2,238.11	2,626.80
**Asph. Concrete Mixture	5,099.02	Ton	5.10	5.10	26,005.00	26,005.00
**85-100 Asph. in Mixture	263.82	Ton	36.00	36.00	8,859.57	9,497.52
**Preparation of Base	1.69	Mile	150.00	150.00	253.50	253.50

FINAL COST ANALYSIS - Contract No. 5173
Shady-Roberts Creek Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**3/4"-0 Mat'l in Binder Crse.	329.24	Ton	2.85	2.85	938.33	938.33
**Furnish & Place Aggregate	1,816.5	Ton	3.10	3.10	5,631.15	5,631.15
**RC-3 Asphalt	32.41	Ton	45.00	45.00	1,458.45	1,458.45
**120-150 Asphalt	49.83	Ton	43.00	43.00	4,077.69	4,077.69
**RS-1 Asphalt	31.22	Ton	55.00	55.00	1,717.10	1,717.10
**Asph. Conc. Traffic Markers	603	Lin. Ft.	1.65	1.65	994.95	994.95
Roberts Creek Bridge						
***Structural Excavation	278.76	Cu. Yd.	6.00	6.00	1,672.56	1,672.56
***Furnish Steel Piling	180	Lin. Ft.	6.00	6.00	1,080.00	1,080.00
***Drive Steel Piles	4	Each	75.00	75.00	300.00	300.00
***Class "A" Concrete	482.24	Cu. Yd.	68.00	68.00	32,792.32	32,792.32
***Metal Reinforcement	144,302.86	Lbs.	0.12	0.12	17,316.34	17,316.34
***8" Metal Drain Pipe	84	Lin. Ft.	3.00	3.00	252.00	252.00
***PA#1 "H" Pile Splice	4	Each	30.00	25.00	100.00	120.00
**PA#2 Crse. Cr. Mat'l in Base	3,186	Cu. Yd.	1.05	1.05	3,345.30	3,345.30
*PA#3 Metal W-1 Sight Posts	50	Each	5.60	5.60	280.00	280.00
Force Account					2,021.19	2,058.07
					$361,446.27	$285,753.53

Gross Revenue	$ 285,753.53
Total Cost	361,446.22
Net Loss	$ 75,692.69

Net Loss equals 26.4% of Gross Revenue

* Work done all or in part by R & M Construction Company
** Work done all or in part by Roseburg Paving Company
*** Work done all or in part by Sig Andersson

DETAIL OF COST - Contract No. 5173

Labor:						
Labor					$ 77,813.44	
Labor Insurance					5,898.26	
Health and Welfare					2,307.06	$ 86,018.76
Materials:						
18" Concrete Pipe	632	Lin. Ft.	@	$2.10	1,327.20	
24" Concrete Pipe	124	Lin. Ft.	@	$3.00	372.00	
24" Concrete Pipe Ext. St.	152	Lin. Ft.	@	$4.00	608.00	
36" Concrete Pipe Ext. St.	108	Lin. Ft.	@	$7.75	837.00	
Sack Cement	15	Sacks	@	$1.50	22.50	
6" Perf. Metal Pipe	536	Lin. Ft.	@	$0.92	493.12	
6" Bands	18	Each	@	$1.17	21.06	
6" Wye	1	Each	@	$11.19	11.19	
Backfill Aggregate	59	Cu. Yd.	@	$1.40	82.60	
18" Metal End Sections	9	Each	@	$29.57	266.13	
85-100 Asphalt	263.82	Ton	@	$31.58	8,331.93	12,372.73
Equipment Rental and Miscellaneous Expense:						
Equipment Rental, Owned					69,496.66	
Equipment Rental, Hired					10,630.75	
Gas, Oil and Grease					14,394.35	
Bond					1,752.45	
Explosives					13,598.65	
Drill Steel					4,137.22	
Freight					2,277.90	
P.L. and P.D. Insurance					972.67	
P.U.C. Fees					42.00	
Small Tools					521.24	
Home Office and General Overhead					4,003.39	121,827.28
Subcontractors:						
R & M Construction Company					9,425.98	
Roseburg Paving Company					78,068.34	
Sig Andersson					53,733.13	141,227.45
TOTAL COST						$ 361,446.22

Remarks - Contract No. 5173

This was a "Federal Aid Interstate Project" located on the Pacific Highway in Douglas County. The north end of the project was at the Grant Smith county road undercrossing approximately one mile south of the Shady Bridge over the South Umpqua River and about five miles south of Roseburg. The south end of the project was approximately 0.3 mile south of the Roberts Creek Bridge. The overall length of the project was 1.73 miles.

The work to be done under the contract consisted of the construction of 1.69 miles of highway roadbed; the construction of one (1) reinforced concrete structure; the construction of 1.69 miles of stone base ahd shoulders; the construction of 1.69 miles of asphaltic concrete pavement, and the performace of such additional and incidental work as was called for in the specifications and plans.

The project was bid by C.R. O'Neil on April 17, 1958 and was awarded to them on May 8, 1958. The contractor began work May 21, 1958 and completed the project August 3, 1959. The final estimate was dated January 14, 1960.

On May 19, 1958, the contractor began bringing in his grading equipment consisting of one D-9 caterpillar tractor with a bulldozer blade, three D-8 caterpillar tractors with bulldozer blades, two 600 compressors, two airtrack drills, one cat mounted Joy drill, a 2-1/2-cubic yard shovel, four Euclid end dump 16-cubic yard trucks, two DW-20 scrapers, two tunapull scrapers, and such other necessary equipment.

He began clearing on May 21, 1958 using a D-8 cat with dozer and a crew of four men. The clearing being very light was completed during the week ending June 6, 1958.

During the week ending May 29, 1958, the contractor began drilling the cut in vicinity of Station 2895+00. He began hauling the material from this cut to points of disposal during the week ending July 4, 1958. In this work he used a 2-1/2-cubic yard shovel to load, three Euclid end dump trucks with a D-8 cat with bulldozer to place and compact.

During the week ending June 27, 1958, the contractor began excavating those cuts that did not have to be drilled and shot, using at various times three DW-20 scrapers, two rented tunapull "C" scrapers, and a D-8 caterpillar tractor and 80 scraper. These units were push loaded with a D-9 cat or a D-8 cat with bulldozers.

The excavating of the rock cut progressed slowly due to the drilling not being able to keep ahead of the shovel and the hauling equipment being slowed by not having an area in which to move economically.

Remarks Cont'd - Contract No. 5173

The subcontractor on the bridge, Sig Anderson, began work on the structure during the week ending August 22, 1958. In this work he used a crew of three carpenters and two laborers and a truck mounted crane. He completed all of his work during the week ending February 27, 1959.

During the week ending May 8, 1959, the subcontractor, Roseburg Paving Company, on rocking and paving began preparing the base for the rocking and paving. He began hauling the base rock on May 11, 1959 from his commercial source. He completed this work on June 10, 1959 and shot the binder the following day.

On June 15, 1959, the subcontractor on paving began paving, hauling from his commercial plant in Roseburg with six 8-cubic yard trucks, placing with a Barber-Green paver and using a 10 ton tandem roller to break down and compact. The paving was completed June 25, 1959.

On June 22, 1959 he began placing the shoulder aggregate using three trucks to haul, a #12 cat grader and a 9-wheel rubber-tired compactor. He completed hauling the shoulder aggregate on June 29, 1959 and began shooting the shoulders with oil on June 30, 1959. He completed the oiling during the week ending July 10, 1959.

On June 24, 1959, the subcontractor, R & M Construction Company, on guard rail and sight posts began work. He completed this work on August 2, 1959. This completed the project except for a little clean up that was done the next day.

The project shows a large loss due to excessive maintenance labor costs on equipment, low bid prices, the drilling not being able to keep ahead of the hauling equipment, and poor supervision and plan of operation.

M.N. Juve
Chief Cost Analyst

By

F.W. Sugnet

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 22 1960
FOR FILING
5173

January 21, 1960

Great American Insurance Co.,
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

You are hereby notified that a post-final payment will be made to C. R. O'Neil on contract #5171 for structure-grading-paving the Shady-Roberts Creek Section of Pacific Highway in Douglas County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $285,753.53, including the post-final payment of $44.73. Of the total, $2,058.07 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
320 California Street
San Francisco, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Building
Portland 4, Oregon

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 14, 1960

I-78(41)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5173	14 Final	C. R. O'Neil	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
32564	145801	$ 9,065.30	1-14-60

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 200 workdays from May 19, 1958

Time Extensions: None of record

Completion Date: August 3, 1959

Date Accepted: November 5, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: January 14, 1960

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: JAN 15 1960

ac

ac

A

RECEIVED
DEC -7 1959
FOR FILING

I-18(4)

5173

December 4, 1959

Great American Insurance Co.,
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5173 for structure-grading-paving the Shady-Roberts Creek Section of Pacific Highway in Douglas County was completed by the contractor, C. R. O'Neil, on August 3, 1959, and was formally accepted by the Highway Commission on November 5, 1959.

Final payment in the amount of $9,065.30 will be released to the contractor on or after December 14, 1959. The total contract amount is $285,708.80, of which amount $2,058.07 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Bond Department
320 California St.,
San Francisco 26, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

Form E-1—(Rev.)—

I-78(41)

5173

A

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 16, 1959

Section Shady - Robert's Creek Section

Kind of work Grading, Paving & Structure

Highway Pacific County Douglas

Section prefix 10-1047

Contractor C. R. O'Neil

Contract number 5173

Date of contract May 8, 1958

Specified work days 200

Date work started May 21, 1958

Work days used 200

Project authorization $363,018.38

Exclusive of engineering $337,203.74

Per cent of time elapsed 100 %

~~Estimated~~ cost of completed project, exclusive of engineering $295,645.43

~~Estimated~~ per cent ~~overrun or~~ underrun 11.51 %

Per cent of contract completed, based on ~~estimated~~ cost 100.00 %

Engineering authorization $25,814.64

Engineering cost to date $25,590.97, 99.13 %

Date project was completed August 3, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	- - -

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi - final for the above project was submitted on Wednesday, October 14, 1959.

Therefore this will be the last weekly report from this office on the project.

NOTED
FORREST COOPER

N... d
... N. Juve

CONSTRUCTION DIVISION
RECEIVED
OCT 19 1959
NOTED-- ☐ ☒ ☒ ☐ ☒
CE ACE ACE COE

Signed
John R. Hagedorn, Res. Eng'r.

Address P.O. Box 551, Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.69	1.69			1.69
Miles partially completed					
Miles completed	1.69	1.69			1.69
Total estimated quantities (contract)	279,000	27,400			5,850
Total quantities corrected to date	256,200	32,180.74			5,099.02
Estimated quantities moved or placed to date	256,200	32,180.74			5,099.02
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
AUG 12 1959
FOR FILING
I 78(41)
5173

A

August 12, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed August 3, 1959, on Contract No. 5173, Shady-Roberts Creek Section, Douglas County, in connection with Federal Aid Project No. I-78(41) I-5-2(17)119.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

R. L. Porter
Office Engineer

cc: Clarence G. Swenson

A

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MAY 14 1959
FOR FILING

I 4P (4)

5173

May 11, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering removing light poles on the Shady-Roberts Creek Section of the Pacific Highway in Douglas County, Contract No. 5173, in connection with Federal Aid Project No. I-5-2(17)119.

Under a previous contract lighting was installed for the transition from four lane road to two lane road at Shady.

It is necessary to remove the light poles to clear for the new four lane highway under this contract. This work was recognized as a necessary item and funds were included in the authorization to cover it as extra work.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:gh
Enc.

RECEIVED
FEB 10 1959
FOR FILING

I 48 (41)

5173

February 9, 1959

1130

Mr. T. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Pursuant to your letter of February 3 regarding payrolls for Sig Anderson, contractor for Project 1-5-2(17)119, Contract No. 5173, they have been returned to the field for corrections.

We will take immediate steps to insure prompt submission of all payrolls and will make every attempt to have them correct in all details when submitted to you.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. S. H. Probert

LHY:fp fn

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.5

February 3, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Pay rolls for Sig Anderson, Subcontractor on project I-5-2(17)119, Contract No. 5173, have been received. These pay rolls cover periods from August 14, 1958 through January 21, 1959.

The classifications as shown on the above pay rolls are not according to regulations. With particular reference to men in the "laborer" classification, the work the man is actually doing is not specified. Classification of a man as "laborer, Gr. 1" is not a proper classification.

It would be appreciated if pay rolls could be submitted more promptly. It may be necessary to withhold payment of Federal vouchers unless the pay rolls conform with the classifications and rates as approved by the Department of Labor.

In the future, pay rolls which are not in accordance with regulations will be returned for correction, regardless of how minor the violation might be.

Very truly yours,

C. G. Polk
Division Engineer

RECEIVED
FEB - 3 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Contract 5173

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NOV 13 1958
FOR FILING

NOV 17 1958
Washington

Monthly transaction number 11-99	Form PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County **Douglas**
Project report number 7		Project number **I-5-2(17)119** **Old I-78(41)**

I-78 (41)

5173

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **July 23**, 19**58**, is hereby modified as follows:

~~Revised~~ estimated total cost of project	$ **346,311.00**
~~Revised~~ Federal funds	$ **319,000.00**

Other revisions

To correct effective date of authorization for preliminary engineering to read 1-9-58 and construction to read 4-2-58 in place of those shown on the original project agreement dated July 23, 1958.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **17** day of **November**, 19**58**.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

C G Polk

By **C. G. Polk**
Division Engineer

USComm-DC 11170

November 12, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreements, signed by the Highway Commission, for the Shady-Roberts Creek Section, Project No. I-5-2(17)119.

Very truly yours,

W. C. Williams
State Highway Engineer

RNC:mfh

By

Forrest Cooper
Deputy State Highway Engineer

file

When replying, refer to:
08-35.4

August 19, 1958

5173

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-2(17), Old I-78(41)
Shady-Roberts Creek Section, Pacific Hwy.
Order for State Force Work dated
July 1, 1958 - Seeding and Mulching
Contract No. 5173

Dear Sir:

Reference is made to your letter dated July 25, 1958 concerning the subject order.

We are approving the use of State Force as being in the public interest in this case for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of work is too small to warrant a separate contract.

The total estimated amount of the order is $1,700 with Federal participation of $1,547.

Very truly yours,

C. G. Polk
Division Engineer

By:

A. F. Bester
Acting Division Engineer

Orig to SNP

RECEIVED
JUL 2 1958
FOR FILING
[illegible]
5173

July 25, 1958

Mr. C. C. Volk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224-238, covering seeding and mulching on the Shady-Roberts Creek Section of the Pacific Highway in Douglas County, Contract No. 5173, in connection with Federal Aid Project No. I-5-2(17) 119[I-78(41)].

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment, operated by experienced crews. The amount is too small to be done economically by separate contract.

Your approval of this order at agreed unit prices is requested, under the provisions of PPM 21-6.3.

The total estimated amount of the order is $1700 with Federal participation of $1547.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mas

Enclosures

Monthly Transaction No. 5-103	Form ....-2 (9-12-57)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
			County Douglas
Project Report No. 6		**FEDERAL-AID PROJECT AGREEMENT**	Project No. I-5-2(17)119 Old I-78(41)

RECEIVED
FOR FILING

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Shady-Roberts Creek Section - Junction FA 14 South 1.5 miles**

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering	1-7-58	
Rights-of-Way		
Construction	1-7-58	1.734
Other (*Specify*)		

FUNDS

Estimated total cost of project $ 346,311.00	Federal funds $ 319,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION (Official name of Highway Department)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS
By	By C G Polk C. G. Polk Division Engineer
State Highway Engineer (title)	
By (title)	Date executed by Division Engineer July 23, 1958
By (title)	

USComm-DC 40257

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Shady-Roberts Creek Section, Project No. I-5-2(17)119.

Sincerely yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:mas

July 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Shady-Roberts Creek Section, Project No. I-5-2(17)119, (Old I-78(41)).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:lmw

Oregon State Highway Department

Federal Aid
Project No. I-78(41)
(New) I-5-2(17)119

SHADY-ROBERTS CREEK SECTION OF THE
PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 30, 1958

Type Code P. E.

Preliminary Engineering	All Required		$ 5,000.00

Type Code 6201
Roadway (Sta. 2817+00 to Sta. 2908+53.54)(Contract No. 5173)

Clearing and Grubbing	All	Required	$	$ 1,000.00
Drainage Excavation, Unclassified	750	cu. yds.	3.00	2,250.00
General Excavation, Unclassified	279,500	cu. yds.	0.41	114,595.00
Short Overhaul	786,000	yd. sta.	0.015	11,790.00
Long Overhaul	8,600	C-yd. sta.	0.40	3,440.00
Finishing Roadbed and Slopes	1.69	miles	600.00	1,014.00
Rounding Cutbanks	7,600	lin. ft.	0.20	1,520.00
18-inch Concrete Pipe	760	lin. ft.	4.10	3,116.00
24-inch Concrete Pipe	150	lin. ft.	6.00	900.00
24-inch Extra Strength Concrete Pipe	170	lin. ft.	7.00	1,190.00
36-inch Extra Strength Concrete Pipe	160	lin. ft.	12.95	2,072.00
6-inch Perforated Metal Drain Pipe	180	lin. ft.	2.20	396.00
Special Backfill in Drains	20	cu. yds.	6.00	120.00
18-inch Metal End Sections	10	only	79.00	790.00
Metal Guard Rail	4,400	lin. ft.	2.10	9,240.00
Metal Sight Posts	40	only	2.50	100.00
Reconstruction of Type 2 Fence	480	rods	1.80	864.00
Coarse Crushed Material in Base	22,000	tons	1.05	23,100.00
3/4" - 0 Material in Base	5,400	tons	1.65	8,910.00
Sprinkling	740	M-gals.	3.00	2,220.00
Asphaltic Concrete Mixture	5,850	tons	5.10	29,835.00
85-100 Asphalt in Mixture	350	tons	36.00	12,600.00
Preparation of Base	1.69	miles	150.00	253.50
3/4" - 0 Material in Binder Course	340	tons	2.85	969.00
Furnishing and Placing Aggregates	1,640	tons	3.10	5,084.00
RC-3 Asphalt	40	tons	45.00	1,800.00
120-150 Asphalt	110	tons	43.00	4,730.00
RS-1 Asphalt	34	tons	55.00	1,870.00
Asphaltic Concrete Traffic Markers	370	lin. ft.	1.65	610.50
				$246,379.00

Flagging (57½% of Contractor's Cost)	All Required		$ 1,000.00
Seeding and Mulching	All Required		1,700.00
Adjust Coaxial Cable by Pacific Tel & Tel Co	All Required		7,130.00
		Subtotal	$256,179.00
		10% Engr. & Cont.	25,617.90
		Total	$281,796.90

Type Code X421
Roberts Creek Bridge (Sta. LS 2890+50 to LS 2892+84)(Contract No. 5173)

Structural Excavation	350 cu. yds.	$ 6.00	$ 2,100.00
Furnish Steel Piling	180 lin. ft.	6.00	1,080.00
Drive Steel Piles	4 only	75.00	300.00
Class "A" Concrete	484 cu. yds.	68.00	32,912.00
Metal Reinforcement	144,850 lbs.	0.12	17,382.00
8-inch Metal Drain Pipe	110 lin. ft.	3.00	330.00
		Subtotal	$ 54,104.00
		10% Engr. & Cont.	5,410.40
		Total	$ 59,514.40

Length of Roadway - - - - - 1.690 Miles
Length of Structure - - - - 0.044 Mile
Total Length - - - - - 1.734 Miles
Cost of Roadway Per Mile - $166,743.72

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 5,000.00	$ 4,000.00	$ 1,000.00
Roadway	281,796.90	260,300.00	21,496.90
Structure	59,514.40	54,700.00	4,814.40
	$346,311.30	$319,000.00	$27,311.30

State Funds For Const.: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.

State Funds For Maint.: Chapter 529, Laws 1939.

SHADY-ROBERTS CREEK SECTION

PROJECT NO. I-79(41)

(NEW) I-5-2(17)119

(Estimated cost of work by Pacific Telephone and Telegraph Company for moving co-axial cable.)

Labor	$1,400.00
Materials	562.00
Equipment	200.00
Misc. Expense including contract costs	4,938.00
Total	$7,100.00

Oregon State Highway Department

Federal Aid
Project No. I-78(41)

SHADY-ROBERTS CREEK SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 24, 1958

Type Code P. E.

Preliminary Engineering	All Required		$ 5,000.00

Type Code 6201
Roadway (Sta. 2817+00 to Sta. 2908+53.54)

Clearing and Grubbing	All	Required	$	$ 2,500.00
Drainage Excavation, Unclassified	750	cu. yds.	3.00	2,250.00
General Excavation, Unclassified	279,500	cu. yds.	0.45	125,775.00
Short Overhaul	786,000	yd. sta.	0.01	7,860.00
Long Overhaul	8,600	C-yd-sta.	0.45	3,870.00
Finishing Roadbed and Slopes	1.69	miles	1,000.00	1,690.00
Rounding Cutbanks	7,600	lin. ft.	0.20	1,520.00
18-inch Concrete Pipe	760	lin. ft.	4.00	3,040.00
24-inch Concrete Pipe	150	lin. ft.	5.50	825.00
24-inch Extra Strength Concrete Pipe	170	lin. ft.	6.00	1,020.00
36-inch Extra Strength Concrete Pipe	160	lin. ft.	9.50	1,520.00
6-inch Perforated Metal Drain Pipe	180	lin. ft.	2.00	360.00
Special Backfill in Drains	20	cu. yds.	6.00	120.00
18-inch Metal End Sections	10	only	45.00	450.00
Metal Guard Rail	4,400	lin. ft.	2.75	12,100.00
Metal Sight Posts	40	only	3.00	120.00
Reconstruction of Type 2 Fence	480	rods	3.00	1,440.00
Coarse Crushed Material in Base	22,000	tons	1.25	27,500.00
3/4" - 0 Material in Base	5,400	tons	1.35	7,290.00
Sprinkling	740	M-gals.	3.00	2,220.00
Asphaltic Concrete Mixture	5,850	tons	4.35	25,447.50
85-100 Asphalt in Mixture	350	tons	36.00	12,600.00
Preparation of Base	1.69	miles	250.00	422.50
3/4" - 0 Material in Binder Course	340	tons	2.50	850.00
Furnishing and Placing Aggregates	1,640	tons	3.00	4,920.00
RC-3 Asphalt	40	tons	48.00	1,920.00
120-150 Asphalt	110	tons	55.00	6,050.00
RS-1 Asphalt	34	tons	60.00	2,040.00
Asphaltic Concrete Traffic Markers	370	lin. ft.	1.00	370.00
				$258,090.00

Flagging (57½% of Contractor's Cost)	All Required		$ 1,000.00
Seeding and Mulching	All Required		1,700.00
Adjust Coaxial Cable by Pacific Tel. & Tel. Co.	All Required		18,000.00
	Subtotal		$278,790.00
	10% Engr. & Cont.		27,879.00
	Total		$306,669.00

Type Code X421
Roberts Creek Bridge (Sta. L3 2890+50 to L3 2892+84)

Structural Excavation	350	cu. yds.	$ 10.00	$ 3,500.00
Furnish Steel Piling	180	lin. ft.	6.00	1,080.00
Drive Steel Piles	4	only	150.00	600.00
Class "A" Concrete	484	cu. yds.	70.00	33,880.00
Metal Reinforcement	144,850	lbs.	0.125	18,106.25
8-inch Metal Drain Pipe	110	lin. ft.	4.00	440.00
		Subtotal		$ 57,606.25
		10% Engr. & Cont.		5,760.62
		Total		$ 63,366.87

Length of Roadway - - - - 1.690 Miles
Length of Structure- - - - 0.044 Mile
Total Length - - - - 1.734 Miles
Cost of Roadway per Mile - $181,460.94

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 5,000.00	$ 4,000.00	$ 1,000.00
Roadway	306,669.00	283,300.00	23,369.00
Structure	63,366.87	58,500.00	4,866.87
	$375,035.87	$345,800.00	$29,235.87

FORM E-123X 12,500 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 285 covering adjustment of the Pacific Telephone and Telegraph Co. Co-axial Cable on the Shady-Roberts Creek Section of the Pacific Highway in Douglas County, Contract No. 5173, in connection with Federal Aid Project No. I-5-2(17)119 [I-78(41)].

This work is necessary to clear for construction. This Order for State Force Work, reduces the original estimate in the P. S. & E. Supporting data for this work is included with the Project Agreement.

Your letter of authority to proceed with the work as of this date is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

RECEIVED
JUL 2 - 1958
FOR FILING

FORM E-90X—87,900—6-57—6684

[illegible]

5773

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 2, 1958

SUBJECT:

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between C. R. O'Neil and the Roseburg Paving Company covering all of Items 18, 19, 20, 21 and 23 to 29 inclusive and the handling only of Item 22 on the Shady-Roberts Creek Contract, No. 5173, Oregon I-5-2 (17) 119 [I-78 (41)] is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

Attachments

cc: Forrest Cooper
C. G. Polk (2)

Note: Two previous subcontracts amounting to $64,308. This one for $80,082 making a total of $144,390 or 47.37%.

NOTED
FORREST COOPER

RECEIVED
JUL 2 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FOR FILING

I 78 (41)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1958

5173

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

SUBJECT:

The subcontract between C. R. O'Neil and R. & M. Construction Company covering Items 15, 16 and 17 on the Shady - Roberts Creek Contract, No. 5173, Oregon I-5-2 (17) 119 [I-78 (41)] is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper

C. G. Polk (2)

Note: One previous subcontract amounting to $10,204 making a total of $64,308 or 21.4%.

RECEIVED

FORM E-30X—37,500—6-56—96658

I 78(41)

5173

OREGON STATE HIGHWAY DEPARTMENT

June 10, 1958

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1958

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

SUBJECT:

The subcontract between C. R. O'Neil and Sig Anderson covering Items 30 to 35 inclusive on the Shady - Roberts Creek Contract, No. 5173, Oregon I-5-2 (17) 119 [I-78 (41)] is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract on this contract amounting to $54,104 or 18%.

RECEIVED

FORM E-120 5M 4-50

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN 9 1958
FOR FILING

I-78 (41)

517-

June 3, 1958

C. R. O'Neil
Rt. 2, Box 95
Creswell, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5173, awarded May 8, 1958, for structure, grading and paving on the Shady-Roberts Creek Section of the Pacific Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN [illegible] 1958
FOR FILING

When replying, refer to 08-35.4

May 27, 1958

I 78 (41)

5173

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Pacific Telephone & Telegraph
Co. Coaxial Cable Adjustment.
Shady-Roberts Creek Section
Pacific Highway - Oregon Project
I-5-2(17)119.

Dear Sir:

We are today approving your agreement with the Pacific Telephone and Telegraph Company for the adjustment of the coaxial cable on the subject project in accordance with PPM 30-4.

Adjustment of this utility may proceed.

Very truly yours,

C. G. Polk
Division Engineer

RECEIVED
MAY 31 1958
FOR FILING

I 5(40)

5175

May 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 205 covering adjustment of the Pacific Telephone and Telegraph Co. Co-axial Cable on the Shady-Roberts Creek Section of the Pacific Highway in Douglas County, Contract No. 5175, in connection with Federal Aid Project No. I-5-2(17)119 [I-78(11)].

This work is necessary to clear for construction. This Order for State Force Work, reduces the original estimate in the P. S. & E. Supporting data for this work is included with the Project Agreement.

Your letter of authority to proceed with the work as of this date is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

RECEIVED
MAY 28 1958
FOR FILING

I 78(41)

5173

May 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 205 covering adjustment of the Pacific Telephone and Telegraph Co. Co-axial Cable on the Shady-Roberts Creek Section of the Pacific Highway in Douglas County, Contract No. 5173, in connection with Federal Aid Project No. I-5-2(17)119 [I-78(41)].

This work is necessary to clear for construction. This Order for State Force Work, reduces the original estimate in the P. E. & E. Supporting data for this work is included with the Project Agreement.

Your letter of authority to proceed with the work as of this date is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

RECEIVED
MAY [illegible] 1958
FOR FILING

I 78(4)

5173

May 26, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Shady-Roberts Creek Section of the Pacific Highway in Douglas County, Contract No. 5173, in connection with Federal Aid Project No. I-5-2(17)119 [I-78(4)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:cr

RECEIVED
MAY 28 1958
FOR FILING

I-78(41)

5173

May 26, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 21, 1958, on Contract No. 5173, Shady-Roberts Creek Section, in Douglas County, in connection with Federal Aid Project No. I-5-2(17)119 [I-78(41)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

RECEIVED
MAY 13 1958
FOR FILING

May 12, 1958

C. R. O'Neil
Route 2, Box 95
Creswell, Oregon

Dear Mr. O'Neil:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5173 for grading, paving and construction of one reinforced concrete structure on the Shady-Roberts Creek Section of the Pacific Highway in Douglas County.

This award was based on your bid of $300,483 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAY [illegible]
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

409 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT I-78 (41)

08.35.0 5173

May 8, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5173 for Oregon Project I-78(41), Shady-Roberts Creek Section of the Pacific Highway, to C. R. O'Neil of Creswell, Oregon, low bidder in the amount of $300,483.00 at the April 17, 1958 bid opening.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

FORM E-123X 50M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
FOR FILING
78 (41)
517-

April 9, 1958

Pacific Telephone & Telegraph Company
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone & Telegraph Co.
Coaxial Cable Adjustment
Shady-Roberts Creek Section
Pacific Highway
Douglas County

Gentlemen:

Bids on the above titled project will be received on April 17, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the relocation of a coaxial cable along the westerly side of the highway between Engineer's Stations 2832 and 2858.

It appears that this cable was originally placed on private property under an easement recorded in Volume 136 of the Deed Records of Douglas County, Recorder's No. 61739, so that it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of the facilities under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

There also is an aerial cable under the proposed Roberts Creek structure which is located on county road right of way, so that it will be your obligation to protect this cable without reimbursement.

Further details may be secured from Mr. Gordon Spaulding, Roseburg, who is resident engineer on the project.

Very truly yours,

RECEIVED
APR 9 1958
OFFICE OF
STATE HIGHWAY ENGINEER

JWD:RN
J. W. DeSOUZA
Assistant Counsel

cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. Frank Morgan, Mr. Gordon Spaulding and Mr. F. W. Farrar

RECEIVED
APR 4 1958
FOR FILING
OREGON DISTRICT

File

I-78(41)

08-35
5123

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

April 2, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-78(41), Shady-Roberts Creek Section, Pacific Highway, Douglas County (Grading, Paving and Structure). This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C G Polk
C. G. Polk
Division Engineer

RECEIVED
FOR FILING

FORM E-30X

I 28(41)

5175

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27, 1958

SUBJECT Erosion control estimates -
Shady-Roberts Creek Section
Pacific Highway

To: Mr. Tom Edwards
Construction Engineer
Building

The engineer's estimate for erosion control on the subject job was $1,000. We are unable to check these figures as our computation of the cut and fill slopes shows a total of 14 acres, 7 of which are estimated to require mulching.

It is, therefore, requested that the estimate be raised to $1,750, broken down as follows:

Seeding 14 acres @ $50/acre	$ 700
Mulching 7 acres @ $150/acre	$1,050
Total	$1,750.

Please return the attached computation.

Mark H. Astrup

Mark H. Astrup
Landscape Engineer

MHA vjl

cc Mr. Forrest Cooper ✓

NOTED
FORREST COOPER

RECEIVED
FEB 27 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 6 - 1958
FOR FILING

I-[illegible])

57-

Salem, Oregon
February 5, 1958

BPR authorization to proceed with acquisition of rights of way.

Mr. R. L. Porter
Right of Way Engineer
Office

As of February 3, 1958, we have authorization of the Bureau of Public Roads to proceed with the acquisition of rights of way for the below described project:

Shady-Roberts Creek Section of the Pacific Highway (Interstate Route No. 1), 1.5 miles, Prefix 10-2502.

S. H. Probert
Office Engineer

SHP:ia

RECEIVED
JAN 27 1958
FOR FILING

January 23, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reply is made to that part of your program approval letter of January 9th which relates to construction of an additional two lanes on the Shady-Roberts Creek Section of the Pacific Highway. I shall answer your questions in turn as follows:

1. We are using throughout the system a 76-foot median, it being our best judgment that this provides the best traffic situation with respect to headlight glare, etc. We have a few trial sections with the 30-foot median and have found them to be unsatisfactory since they are not separated far enough to give safety and driving comfort but are close enough together to make maintenance of the median onerous.

2. With respect to free location, we are highly in favor of such design if there is natural flora which tend to divorce the opposing lanes. In this particular case, there is none and we find that any increase in width of the median over the 76 feet would not be advantageous. The design was made on a balanced grade line which may or may not parallel the grade line of the existing lanes. Any further shifting of the grade line would operate to increase the excavation quantities.

3. With respect to the justification for the project, we point out the following:

(a) The accident rate on this short section of highway is 4.55 accidents per million vehicle miles.

(b) The statewide accident rate on primary rural highways is 3.08 per million vehicle miles.

(c) On the Baldock Freeway, a comparable design, the accident rate is 1.02 accidents per million vehicle miles.

(d) On the Banfield Freeway the accident rate is 1.04 accidents per million vehicle miles.

(e) The above are reported accidents only in determining the factor in (a). From observation of skidmarks near Roberts Creek, it is quite apparent that either additional accidents or near accidents have occurred which have not been reported.

In our opinion, the explanations presented above are sufficient to justify (1) 76' median, (2) the parallel centerline and almost parallel grade-line and (3) the early construction. If you find them to be so, we would appreciate your granting authority to proceed with the acquisition of right of way.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: Tom Edwards
S. H. Probert

SHP:ia

RECEIVED
JAN 17 1958
FOR FILING

Salem, Oregon
January 17, 1958

Mr. Tom Edwards
Construction Engineer
Office

The BPR is withholding programming of right of way acquisition for the Shady-Roberts Creek Project pending receipt of the following:

1. Justification for the use of a 76-foot median. The narrower median originally contemplated would be acceptable to the BPR and would require no additional right of way.

2. Advice as to the Department's reaction to the BPR suggestion that, if a 76-foot median is to be used, the second roadway be designed on a free-location and separate grade-line basis.

3. Justification for contracting of the project this year. BPR feels that other improvements should come ahead of this project, mentioning the Grants Pass Bypass and the Linn Co. Line-Judkins Point projects as projects of higher priority. This justification should be accompanied by record of accidents.

This information asked for should be supplied in triplicate and at as early a time as possible.

S. H. Probert
Office Engineer

SHP:ia

cc: Forrest Cooper

10-4216 Clean and paint 5 bridges - 1958
Miller Br.; Days Cr. Br.; 1st,
#5174 3rd & 4th Crossings of Elk Cr.

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 16, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5174	2 Final	O & S Painters, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15626	H217332	$ 4,904.60	7-16-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from May 22, 1958

Time Extensions: None

Completion Date: June 23, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Aug. 4, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: AUG 4 1958
GRW.

NOTED ON CARD

RECEIVED
JUL 7 - 1958
FOR FILING

10-426

5174

July 3, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5174 for Douglas County Bridges Maintenance Painting, Umpqua and Tiller-Trail Highways in Douglas County was completed by the contractor, O & S Painters, Inc., on June 23, 1958, but has not as yet been accepted by the Commission.

Final payment in the amount of $4,904.60 will be released to the contractor after acceptance by the Commission. The total contract amount is $9,770.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

FORM E-123 5M 4-

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER

FORREST COOPER
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN 6 1958
FOR FILING

[illegible]

5174

June 5, 1958

O & S Painters, Inc.
9530 S. W. Edgewood St.
Tigard, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5174, awarded May 8, 1958, for Maintenance Painting on the Douglas County Bridges on the Umpqua and Tiller-Trail Highways in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 13 1958
FOR FILING

[illegible]

[illegible] 4

May 12, 1958

O & S Painters Inc.
9530 S. W. Edgewood Street
Tigard, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5174 for cleaning and painting five bridges - Tiller Bridge; Days Creek Bridge; and first, third and fourth crossing at Elk Creek on the Umpqua Highway in Douglas County.

This award was based on your bid of $9,730 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

115-1060 Medford Signals and Illumination Installation 1958

#5175

RECEIVED
DEC [illegible] 1958
FOR FILING

115-1060

OREGON STATE HIGHWAY DEPARTMENT
(date)
12/12/58

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5175	4 Final	Trowbridge & Flynn Electric Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
28983	H230929	$ 2,838.19	12/12/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion date: 60 workdays from May 22, 1958

Time Extensions: None

Completion Date: Sept. 23, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Dec. 17, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:

DEC 17 1958

NOTED ON CARD
em

RECEIVED
DEC 4 1958
FOR FILING

115-1060

5175

Dec. 3, 1958

CERTIFIED MAIL

St. Paul Fire & Marine Insurance Co.
Pacific Dept.
200 Mills Bldg.
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 5175, for traffic signal installation on the Medford Section of the Medford-Provolt Highway in Jackson County, was completed by the contractor, Trowbridge & Flynn Electric Company, on Sept. 23, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $2,838.19 will be released to the contractor on or after Dec. 13, 1958. The total contract amount is $28,323.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Robinson, Potter & Ripley
U. S. National Bank Bldg.
Medford, Oregon

NOTED ON CARD

FORM E-128X 12,000 4-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JUL

115-1060

517

July 22, 1958

Mr. Vernon Thorpe
Director of Public Works
City Hall,
Medford, Oregon

Dear Mr. Thorpe:

In your letter of July 18, 1958, you have indicated a desire to have an all red feature installed in the controllers on Front Street at 7th and 8th Streets. Due to a misunderstanding in past conversations, this has not been included in the present traffic signal contract. However, we wish to advise you that steps are being taken to have this equipment installed in the two controllers. It is understood that the necessary circuits and the remote control timing device necessary to supervise this all red feature will be installed by the City. We are instructing our contractors to install the necessary relays and circuits in both controllers. This work will be done as a part of the existing contract.

The cross-walk closures indicated in your letter will be the responsibility of the City insofar as signing and barricades are concerned. A satisfactory method of indicating these cross-walk closures is the installation of a pipe barricade which supports some form of sign indicating that the cross-walk is closed to pedestrian traffic.

Very truly yours,

G. S. Paxson
Ass't. State Highway Engineer

By ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

F. B. Crandall
Traffic Engineer

NOTED

L: pk
bc: G. S. Paxson ✓

RECEIVED
OFFICE OF
ENGINEER

Johnson

OFFICE OF
PUBLIC WORKS DEPARTMENT

CITY OF MEDFORD
MEDFORD, OREGON

July 1[illegible], [illegible]

Mr. F. B. Crandall
State Traffic Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Trowbridge & Flynn, contractors for the traffic installation on the proposed 7th Street 8th Street couplet, have informed us that the controllers that were delivered were not furnished with an ALL-RED for fire lane on Front Street at both 7th Street and 8th Street. Front Street is the main fire run to the South part of the City as well as to the East side of the City and our present controllers do have an ALL-RED feature. I believe we discussed this several months ago when we were preparing the program.

We are enclosing a sketch indicating the sidewalks that were closed by Council action last night, on West Main Street at the Grape Street and the Hamilton Street intersection. I believe that this sketch is self explanatory, but that the sidewalk closures will [illegible] require small barricades and signs.

Very truly yours,

Vernon Thorpe
Public Works Director

VT:at
Enclosure

RECEIVED
JUL 21 1958
TRAFFIC ENGINEER

A

FORM E-133 5M 4-

RECEIVED
JUN 6 1958
FOR FILING

5175

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 5, 1958

Trowbridge & Flynn Electric Co.
214 West Main St.
Medford, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5175, awarded May 8, 1958,
for Medford Traffic Signal Installation
on the Medford-Provolt Highway in
Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 13 1958
FOR FILING

115-10-C

5175

May 12, 1958

Trowbridge & Flynn Electric Co.
214 West Main Street
Medford, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5175 for the Medford Signals and Illumination Installation in Jackson County.

This award was based on your bid of $27,461 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant

S-106(2) Agency Plains Sec. 1958

#5176

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

INVOICE NUMBER 63836

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
[illegible]	[illegible]		516-3.129-297

[illegible]

[illegible]
[illegible]

[illegible]

NOTED
John F. Hagemann

Make checks payable to the Oregon State Highway Department

NOTED
Harold C. Ayers

Send Remittance To:

OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

NOTED
V. R. JONES

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
[illegible]			
[illegible]		[illegible]	
[illegible]		[illegible]	[illegible]
[illegible]		[illegible]	
[illegible]		[illegible]	[illegible]
[illegible]			[illegible]

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

AC[illegible] REQUEST

By

A 150X (REVISED 12-59)

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 9, 1960

Jefferson County Court
Courthouse
Madras, Oregon

Gentlemen:

Final costs are now available for the Agency Plains Section of FAS 546, 687, and 688. As shown in the attached cost statement, a refund of $3,287.29 is due the County in connection with this project; however, a revision in the final costs of the Juniper Lane-Fir Lane Section of FAS 688 has resulted in the County's share of this project being increased by $182.90. This $182.90 is being deducted from the refund due in connection with the Agency Plains project, leaving a net refund to the County of $3,104.39.

After the final cost statement dated 11/16/59, for the Juniper Lane-Fir Lane project was prepared and forwarded to you, a charge of $365.79 for State-owned rock which was used in that project was transferred from our rock-holding account to the Juniper Lane-Fir Lane project account. This resulted in the cost statement of 11/16/59 reflecting a total project cost which was $365.79 less than the actual total cost, and the County's share of the project $182.90 less than the County's actual share. The above method is being used to correct this oversight and a post-final cost statement for this project is attached.

The net refund of $3,104.39 will be paid by means of a check from our accounting division within the next few days. If you have any questions on this matter, please contact this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS DATE: 2/9/60

County Jefferson Contract No. 5176 Date Completed 6/5/59

FAS 546, 687, & 688 Section Agency Plains

PAYMENTS TO CONTRACTOR

Item	Total Cost
Payments to contractor as per attached tabulation	$133,375.24
Rock furnished by State	1,428.22
Construction engineering	9,530.95
TOTAL CONSTRUCTION COSTS.	$144,334.41
FEDERAL FUNDS COLLECTED FOR PROJECT .	$ 88,909.00

AGREED COUNTY SHARE OF TOTAL COSTS
(50% of difference between total cost and federal funds)

($144,334.41 - $88,909) X 1/2 = $27,712.71

County Advance Deposit	$31,000.00
Less County Share	27,712.71
REFUND DUE COUNTY FOR PROJECT	$ 3,287.29
Less balance due State for Juniper Lane-Fir Lane Section, FAS 688. See attached post-final statement	$ 182.90
NET REFUND DUE COUNTY........	$ 3,104.39

JFH:mm

[illegible], 19[illegible]

STATE OF OREGON,
To [illegible], Dr.

County Jefferson
Postoffice address Portland, Oregon
Highway FAS Route Sec. 687, 945 & 638
Work done to To June 5, 1959
Contract No. 5176
Section Agency Plains
Prefix No. 516-10298201(41)
Estimate No. 11 Fin

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Coarse cr. mat. in base	ton	1.29	28,136.63	36,296.25	36,296.25	-
2. 3/4"-0 mat. in base	ton	1.39	23,232.46	32,293.12	32,270.10	23.0
3. Sprinkling	M/gal.	2.50	1,854.4	4,636.00	4,636.00	-
4. Preparation of base	mile	100.00	12.11	1,211.00	1,211.00	-
5. 3/4"-0 mat. in binder cr.	ton	1.75	2,287.61	4,003.32	4,003.27	.0
6. Furn. & placing aggregates	ton	2.24	9,350.29	20,944.65	20,944.65	-
7. MC-3 asphalt	ton	45.00	221.51	9,967.95	9,967.95	-
8. 120-150 asphalt	ton	38.00	478.60	18,186.80	18,186.80	-
9. RS-1 asphalt	ton	45.00	154.23	6,940.35	6,940.35	-
Force Account				949.02	949.02	-
STATEMENT OF DEDUCTION ITEMS:						
Overrun of Contract time limit	day	125.00	5	-625.00	-625.00	-
3/4"-1/4" add aggreg. from State S.P.	c.y.	2.54	447.28	-1,136.09	-1,136.09	-
1/4"-#10 add aggreg. from State S.P.	c.y.	2.54	115.01	-292.13	-292.13	-

Audited and approved by	Totals	133,375.24	133,352.17	23.07
Period covered To 6/5/59	0 % Retained			

Section [illegible] Prefix No. [illegible] Estimate No. 11 [illegible]

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Coarse cr. mat. in base	ton	1.29	28,136.63	36,296.25	36,296.25	-
2. 3/4"-0 mat. in base	ton	1.39	23,232.46	32,293.12	32,270.10	23.02
3. Sprinkling	M/gal.	2.50	1,854.4	4,636.00	4,636.00	-
4. Preparation of base	mile	100.00	12.11	1,211.00	1,211.00	-
5. 3/4"-0 mat. in binder cr.	ton	1.75	2,287.61	4,003.32	4,003.27	.05
6. Furn. & placing aggregates	ton	2.24	9,350.29	20,944.65	20,944.65	-
7. MC-3 asphalt	ton	45.00	221.51	9,967.95	9,967.95	-
8. 120-150 asphalt	ton	38.00	478.60	18,186.80	18,186.80	-
9. RS-1 asphalt	ton	45.00	154.23	6,940.35	6,940.35	-
Force Account				949.02	949.02	-
STATEMENT OF DEDUCTION ITEMS:						
Overrun of Contract time limit	day	125.00	5	-625.00	-625.00	-
3/4"-1/4" oil aggreg. from State S.P.	c.y.	2.54	447.28	-1,136.09	-1,136.09	-
1/4"-#10 oil aggreg. from State S.P.	c.y.	2.54	115.01	-292.13	-292.13	-

Audited and approved by	Totals	133,375.24	133,352.17	23.07
Period covered To 6/5/59	0 % Retained	-	4,000.57	4,000.57
Items Cont. 5176 Est. 11 Final	Total Payments	133,375.24	129,351.60	4,023.64

Computed by C. Palmer
hb
Checked by

To be paid contractors, this estimate, $ 4,023.64

Engineer Ernest L. Scrivner

Previous Voucher No. 16467

State Printing

POST-FINAL OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS DATE: 2/9/60

County Jefferson Contract No. 5257 Date Completed 11/16/59

FAS 688 Section Juniper Lane-Fir Lane

PAYMENTS TO CONTRACTOR

Item		Total Cost
Payments to contractor		$59,627.13
Rock furnished by State		365.79
Construction Engineering		5,061.74
TOTAL CONSTRUCTION COSTS.		$65,054.66
FEDERAL FUNDS COLLECTED FOR PROJECT "S" Funds.		$26,286.00
"DS" Funds	$14,900	
"LS" Funds	3,100	
		$18,000.00

AGREED COUNTY SHARE OF TOTAL COSTS:

DS Project

Total Cost = $21,688.87

100% of all over $20,000	$1,688.87	
50% of difference between $20,000 & federal funds ($20,000 - $18,000) X 1/2	1,000.00	
TOTAL FOR DS PROJECT.		$ 2,688.87

S Project

Total Cost = $43,365.79

50% of difference between total cost & federal funds ($43,365.79 - $26,286) X 1/2.	8,539.90
TOTAL COUNTY SHARE.	$11,228.77
Less Amt. Previously Paid by County	11,045.87
BALANCE DUE STATE	$ 182.90

NOTE: Previous statement of final costs dated 11/16/59 did not include $365.79 for State-furnished rock as this transfer did not appear on books at that time.

JFH:mm

RECEIVED
NOTE:
W. C. WILLIAMS

W C Williams

January 20, 1960

A

Agency Plains
Contract No. 5176

S-106 (2)

5176

FINAL COST ANALYSIS

Stone Base and Oiling
Contractor: Porter W. Yett
Resident Engineer: Ernest L. Scriver

RECEIVED
OFFICE OF
ENGINEER

Jefferson County
Prefix 516-1029
Project # S-106(2)
S-367(1)
S368(1)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Coarse Cr. Mat'l in Base	28,136.63	Ton	1.29	1.76	49,445.76	36,296.25
*3/4"-0 Cr. Mat'l in Base	23,232.46	Ton	1.39	1.76	40,874.78	32,293.12
*&**Sprinkling	1,854.4	M-Gal.	2.50	2.06	3,817.88	4,636.00
**Preparation of Base	12.11	Mile	100.00	86.27	1,044.67	1,211.00
*&**3/4"-0 Mat'l in Binder Crse.	2,287.61	Ton	1.75	1.96	4,486.36	4,003.32
*&**Furnish & Place Aggregate	9,350.29	Ton	2.24	2.11	19,772.82	20,944.65
**RC-3 Asphalt	221.51	Ton	45.00	41.43	9,177.83	9,967.95
**120-150 Asphalt	478.60	Ton	38.00	37.37	17,883.95	18,186.80
**RS-1 Asphalt	154.23	Ton	45.00	39.91	6,154.79	6,940.35
*&**Force Account					949.02	949.02
Statement of Deduction Items:						
*Overrun of contract time limit	5	Day	125.00			-625.00
*3/4"-1/2" Oil Aggregate from State Stock Pile	447.28	Cu. Yd.	2.54			-1,136.09
*1/4"-#10 Oil Aggregate from State Stock Pile	115.01	Cu. Yd.	2.54			-292.13
					153,607.86	133,375.24

	Gross Revenue	Total Cost	Loss	Profit	Net Loss	% Profit	% Loss	Total % Loss
*Porter W. Yett	85,184.11	108,678.09	23,493.98				27.6%	
**Babler Brothers	48,191.13	44,929.77		3,261.36		6.8%		
	133,375.24	153,607.86	23,493.98	3,261.36	20,232.62	6.8%	27.6%	15.2%

DETAIL OF COST - Contract No. 5176

Porter Yett

Labor:		
Labor	$ 45,050.00	
Labor Insurance	4,347.48	
Health and Welfare	1,197.13	$ 50,594.61
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	28,154.42	
Equipment Rental, Hired	3,213.36	
Gas, Oil and Grease	5,418.60	
Electric Power	4,189.96	
Bond	674.17	
P.U.C.	302.35	
P.L. & P.D. Insurance	563.71	
Lumber	346.22	
Explosives	4,987.15	
Small Tools and Misc. Supplies	898.79	
Freight and Cartage	559.25	
Amount Paid Gibson & Roberts for drilling quarry	5,627.97	
Home Office and General Overhead	3,147.53	58,083.48
TOTAL COST		$ 108,678.09

DETAIL OF COST - Contract No. 5176

Babler Brothers

Labor:			
Labor		$ 6,195.17	
Labor Insurance		466.91	
Health and Welfare		161.13	
Pension		14.55	$ 6,837.76
Materials:			
RC-3 Asphalt	221.51 Ton @ $27.75	6,146.90	
120-150 Asphalt	478.60 Ton @ $25.00	11,965.00	
RS-1 Asphalt	154.23 Ton @ $26.80	4,133.36	
Freight on Asphalt	854.34 Ton @ $6.20	5,296.91	27,542.17
Equipment Rental and Miscellaneous Supplies:			
Equipment Rental, Owned		5,064.68	
Equipment Rental, Hired		2,195.96	
Gas, Oil and Grease		1,329.65	
Bond		359.50	
P.U.C.		94.75	
P.L. & P.D. Insurance		85.47	
Small Tools and Misc. Supplies		225.60	
Freight and Cartage		248.50	
Home Office and General Overhead		945.73	10,549.84
		TOTAL COST	$ 44,929.77

Remarks - Contract No. 5176

This was a "Federal Aid Secondary Project" calling for stone base and oiling of 12.11 miles of three units on the Agency Plains Section of County roads in Jefferson County.

The contract was bid April 17, 1958, awarded May 8, 1958. Work started May 21, 1958 and the project was completed June 5, 1959.

The contractor moved in one D-8 cat and dozdr and a crew of three men preparing a site to erect their crushing plant on May 21, 1958. This required two to three days. The contractor's crew of six men started erecting their 5-crusher crushing plant on May 26th. This required approximately one month. Crushing was started June 25, 1958 making good progress until July 11th when they were closed down due to the strike. Work was resumed August 26th. Only fair progress was made on the crushing due to numerous breakdowns of the crushing plant. A loss was suffered on the crushing.

The contractor started hauling the crushed rock on the road September 22nd with five tandem trains hauling approximately 21 tons per trip and processed on the road with one cat #12 blade, one roller and one water wagon. The placing of the base and 3/4"-0 was completed May 1, 1959.

The subcontractor, Babler Brothers, started the oiling May 12, 1959 and completed May 28th. Good progress was made on the oiling. Equipment used was one front end loader, two rollers, six hired trucks, one owned, two distributors, and one small tractor with broom attached.

The contractor had low bid prices, with the exception of the asphalt prices, good equipment and good supervision. The prime contractor suffered a loss but the subcontractor realized a fair profit. The overall project shows a loss.

M.N. Juve
Chief Cost Analyst

By

George Kayser

OREGON STATE HIGHWAY DEPARTMENT
(date)

August 17, 1959

S-106

(CONTRACT NO.) (EST. NO.) (CONTRACTOR)

5176 5176

5176 **11 Final** **Porter W. Yett, Oreg. Ltd.**

(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

19976 19456 $4,023.64 8/13/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **70 workdays from May 19, 1958**

Time Extensions: **None of record**

Completion Date: **June 5, 1959**

Date Accepted: **July 2, 1959**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **August 18, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: AUG 18 1959
AC

NOTED ON CARD
ic

RECEIVED
AUG 4 - 1959

FOR FILING

[illegible]
[illegible]
372

August 3, 1959

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

State Highway contract #5176 for stone base-oiling the Agency Plains Section of FAS Routes #687-546-688 in Jefferson County was completed June 5, 1959, by the contractor, Porter W. Yett, Oreg. Ltd., and was formally accepted by the Highway Commission on July 2, 1959.

Final payment in the amount of $4,023.64 will be released to the contractor on or after August 13, 1959. The total contract amount is $133,375.24, of which amount $949.02 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Continental Casualty Company
Northwest Branch Office
105 Cobb Bldg.,
Seattle 1, Washington

cc: Continental Casualty Company
Tate, Westenfelder & Berg, Inc.,
Wilcox Bldg.,
Portland 4, Oregon

A

RECEIVED
JUL 13 1959
FOR FILING

[illegible]
[illegible]
5176

July 6, 1959

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Porter W. Yett, Oreg., Ltd., on contract #5176, covering stone base-oiling on the Agency Plains Section of FAS Routes #687-#546-#688, in Jefferson County.

This payment, in the amount of $1,093.45 will be released to contractor on or after July 16, 1959. The retained percentage is $4,000.57.

The State is not aware of any unpaid claims for labor or materials, and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Continental Casualty Company
105 Cobb Bldg.,
Seattle 1, Washington

cc: Continental Casualty Company
Tate, Westenfelder & Berg, Inc.,
Wilcox Bldg.,
Portland 4, Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 26, 1959

Section Agency Plains

FAS Routes Highway 687,688,546 County Jefferson

Contractor Porter W. Yett, Oreg., Ltd.

Date of contract May 8, 1958

Date work started May 21, 1958

Project authorization $ 155,335.05

Exclusive of engineering $ 144,289.00

Kind of work Stone Base and Oiling

Section prefix 516-1029

Contract number 5176

Specified work days 70

Work days used 75

Per cent of time elapsed 107.1 %

Estimated cost of completed project, exclusive of engineering $ 133,100

Estimated per cent overrun or underrun Underrun 7.8 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 11,046.05

Engineering cost to date $ 10,400, 94.2 %

Date project was completed June 5, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate for project completed and submitted to Division Office on Friday.

- FINAL REPORT -

CONSTRUCTION DIVISION
RECEIVED
JUN 29 1959
NOTED-- ☐ CE ☑ ACE ☐ ACE ☑ ☑ COE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed Res. Engr.

Address P.O. Box 182, Prineville

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		12.11		12.11	
Miles partially completed		12.11		12.11	
Miles completed		12.11		12.11	
Total estimated quantities (contract)		54,300 Tons		Asph. 920 Tons Aggr. 11,130 Tons	
Total quantities corrected to date		51,349 Tons		Asph. 854 Tons Aggr. 9,350 Tons	
Estimated quantities moved or placed to date		"		"	
Average daily quantities		Completed		Completed	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair&Warm		
Tuesday	Ptly.Cloudy, & Warm		
Wednesday	"		
Thursday	Cloudy&Mild		
Friday	Ptly.Cloudy, & Warm		
Saturday			

RECEIVED
JUN 23 1959
FOR FILING

S 1062(1)
L 3704 [illegible]
5176

June 22, 1959

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

It is the intention of the State Highway Commission to release to Porter W. Yett, Oreg. Ltd., a portion of the funds heretofore retained by the Commission on Contract #5176, for stone base-oiling on the Agency Plains Section of FAS Routes #687-#546-#688 in Jefferson County.

This payment, in the amount of $50,129.50, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,966.75. The present payment will be released on or after July 2, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Continental Casualty Company
Tate, Westenfelder & Berg, Inc.,
Wilcox Bldg.,
Portland 4, Oregon

NOTED
C. G SWENSON

NOTED
Harold C. Ayers

June 12, 1959

Jefferson County Court
Courthouse
Madras, Oregon

NOTED
John F. Hagemann

Gentlemen:

This is to advise you that work on Contract No. 5176, Agency Plains Section of FAS 607 and 608 was completed on June 5, 1959.

Under the terms of the agreement signed by the Court on April 18, 1958, and by the Highway Commission on May 7, 1958, the County assumed maintenance of and jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County & City Relations

JDG:cg

RECEIVED
JUN 12 1959
FOR FILING
S-106(2)
S-367(1) [illegible]
5176

June 11, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 5, 1959, on Contract No. 5176, Agency Plains Section, in Jefferson County, in connection with Federal Aid Project No. S-106(2), S-367(1), S-368(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:br

cc:

Monthly Transaction No. 7-99	For -2 (8- 7)	te Oregon
	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County Jefferson
Project Report No. 3	FEDERAL-AID PROJECT AGREEMENT	Project No. S-368(1)

5176 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini Fir Lane-Cherry Lane Section - from approximately 3 miles north to junction FA 44. A county Road on State Highway 688.

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	2/11/58	3.377
Other (*Specify*)		

FUNDS

Estimated total cost of project	Federal funds
$ 49,601.00	$ 30,700.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer July 23, 1958

USComm-DC 40837

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Fir Lane-Cherry Lane Section, Project No. S-368(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:lmw

July 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four (4) copies of estimate as a basis for project agreement for the Fir Lane - Cherry Lane Section, Project No. S-368 (1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

Oregon State Highway Department

Federal Aid Secondary
Project No. S-368 (1)

FIR LANE - CHERRY LANE SECTION OF F.A.S. ROUTE 688

IN JEFFERSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

Type Code 5231
Roadway (Sta. -0+88 to Sta. 177+30.7) (Contract No. 5176)

Course Crushed Material in Base	14,750 tons	$ 1.29	$ 19,027.50
3/4"-0 Material in Base	5,650 tons	1.39	7,853.50
Sprinkling	360 M-Gal	2.50	900.00
Preparation of Base	3.38 miles	100.00	338.00
3/4"-0 Material in Binder Course	570 tons	1.75	997.50
Furnishing and Placing Aggregates	2,500 tons	2.24	5,600.00
RC-3 Asphalt	60 tons	45.00	2,700.00
120-150 Asphalt	145 tons	38.00	5,510.00
RS-1 Asphalt	45 tons	45.00	2,025.00
			$ 44,951.50
Flagging (57½% of Contractors Cost)	All Required		140.00
	Subtotal		45,091.50
	10% Engr.& Cont.		4,509.15
	TOTAL		$ 49,600.65

Length of Roadway. . . . . 3.377 miles

Cost of Roadway per mile $14,687.78

Federal Funds	$ 30,700.00
State Funds	9,450.30
County Funds	9,450.35
	$ 49,600.65

State Funds for Const: Chap 175, Laws 1917; Chap 31, Laws 1920
Chap 529, Laws 1939
State Funds for Maint: Chap 529, Laws 1939

Note: Necessary funds have been deposited by Jefferson County with the Highway Department.

[illegible] 5201

Monthly Transaction No. 7-100	Form PR-2 (9-12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project Report No. 3	**FEDERAL-AID PROJECT AGREEMENT**	County **Washington**
		Project No. **S-372(1)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Tualatin River Overflow Bridge Section - Approximately 0.3 mile South of Cornelius. A county road on State Highway 631.

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	4/22/58	0.308
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 40,575.00	Federal funds $ 25,100.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By ____________________

State Highway Engineer
(title)

By ____________________

(title)

By ____________________

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By **C. G. Polk**
Division Engineer

Date executed by Division Engineer **July 23, 1958**

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Tualatin River Overflow Bridge Section, Project No. S-372(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:lmw

FORM E-123X 12,[illegible] 4-58

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Tualatin River Overflow Bridge Section, Project No. S-372(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

July 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four (4) copies of estimate as a basis for project agreement for the Tualatin River Overflow Bridge Section, Project No. S-372 (1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

REC:mms

Oregon State Highway Department

Federal Aid Secondary
Project No. S-372 (1)

TUALATIN RIVER OVERFLOW BRIDGE SECTION OF THE CORNELIUS - BLOOMING ROAD IN WASHINGTON COUNTY.

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

Type Code 5231
Roadway (Sta. 10+73.59 to Sta. 26+99.07) (Contract No. 5201)

Clearing and Grubbing	All	Required		$ 300.00
Drainage Excavation, Unclassified	20	cu.yds.	4.25	85.00
Embankment in Place	2,440	cu.yds	.65	1,586.00
Finishing Roadbed and Slopes	.28	miles	350.00	98.00
12-inch Concrete Pipe	50	lin.ft.	3.75	187.50
18-inch Concrete Pipe	60	lin.ft	5.00	300.00
Metal Guard Rail	160	lin.ft.	4.00	640.00
Coarse Crushed Material in Base	3,020	cu.yds	2.05	6,191.00
3/4" - 0 Material in Base	470	cu.yds	2.25	1,057.50
Sprinkling	84	M-Gal	3.50	294.00
Preparation of Base	.28	miles	350.00	98.00
Furnishing and Placing Aggregates	210	cu.yds	5.25	1,102.50
120-150 Asphalt	16	tons	50.00	800.00
RS-1 Asphalt	5	tons	56.00	280.00
				$ 13,019.50
Flagging (57½% of Contractors Cost)	All	Required		100.00
	Subtotal			$ 13,119.50
	10% Engr. & Cont.			1,311.95
	TOTAL			$ 14,431.45

Type Code X021
Tualatin River Overflow Bridge (Sta. 18+37.5 to Sta. 19+62.5) (Contract No. 5201)

Furnish Treated Timber Piling	1,620	lin.ft	1.40	2,268.00
Drive Timber Piles	36	only	60.00	2,160.00
Class "A" Concrete	165	cu.yds	74.00	12,210.00
Metal Reinforcement	49,300	lbs.	.13	6,409.00
Treated Lumber in Place	2.4	M-FBM	300.00	720.00
	Subtotal			$ 23,767.00
	10 % Engr. & Cont.			2,376.70
	TOTAL			$ 26,143.70

Length of Roadway	0.284 mile
Length of Structure	0.024 mile
Total Length	0.308 mile
Cost of Roadway Per Mile	$5,181.49

Oregon State Highway Department

Federal Aid Secondary
Project No. S-372 (1)

TUALATIN RIVER OVERFLOW BRIDGE SECTION OF THE CORNELIUS - BLOOMING ROAD IN WASHINGTON COUNTY.

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

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Class "A" Concrete	165 cu.yds	74.00	12,210.00
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	10 % Engr. & Cont.		2,376.70
	TOTAL		$ 26,143.70

Length of Roadway . . . . 0.284 mile
Length of Structure . . . . 0.024 mile
Total Length . . . . 0.308 mile
Cost of Roadway Per Mile $5,181.49

STATE OF OREGON

Microfilmed Public Record

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with Contract # 5115 Ends with: Contract # 5176

FLASH CARDS: Begin Each Contract

Remarks: # 5176 continued on Reel 89

Reel No. 88 Reduction Ration 21:1 Project No.

Camera:Name Bell & Howell Model File Master Film Recordak AHU Microfilm 1460

CAMERA OPERATOR'S CERTIFICATE

I certify that I have on this 10 day of March 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file, with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that sample of film processed by this Service are periodically tested.

Signature Silvar Storm